1. 3-9-20 Contracts

   Documents:

   U-3-20 NCWEB.PDF
   A-6-20 NCWEB.PDF
   A-7-20 NCWEB.PDF
   A-10-20 NCWEB.PDF
   B-7-20 NCWEB.PDF
   B-10-20 NCWEB.PDF
   E-33-20 NCWEB.PDF
   E-34-20 NCWEB.PDF
   E-35-20 NCWEB.PDF
   E-36-20 NCWEB.PDF
   E-38-20 NCWEB.PDF
   E-39-20 NCWEB.PDF
   E-40-20 NCWEB.PDF
   E-41-20 NCWEB.PDF
   E-42-20 NCWEB.PDF
   E-43-20 NCWEB.PDF
   E-44-20 NCWEB.PDF
   E-45-20 NCWEB.PDF
   E-46-20 NCWEB.PDF
   E-47-20 NCWEB.PDF
   E-48-20 NCWEB.PDF
   E-49-20 NCWEB.PDF

2. Agendas 3-9-20

   Documents:

   H-3-9-20.PDF
   MA -3-9-20.PDF
   PL-3-9-20.PDF
   PS-3-9-20.PDF
   PW -3-9-20.PDF
   R-3-9-20.PDF
   TV-3-9-20.PDF
   VS-3-9-20.PDF
   3-9-20 AND 3-23-20.PDF
   E 3-9-20 .PDF
   F-3-9-20.PDF
   GS-3-9-20.PDF

3. Addendums 3-9-20

   Documents:

   F-3-9-20 ADDENDUM.PDF
   PS-3-9-20 ADDENDUM.PDF
   R-3-9-20 ADDENDUM.PDF

4. Additional Addendums 3-9-20

Documents:

E-33-20 CORRECTED STAFF SUMMART NCWEB.PDF
E-38-20 CORRECTED STAFF SUMMARY NCWEB.PDF
E-39-20 CORRECTED STAFF SUMMARY NCWEB.PDF
E-40-20 CORRECTED STAFF SUMMARY NCWEB.PDF
E-41-20 CORRECTED STAFF SUMMARY NCWEB.PDF
E-42-20 CORRECTED STAFF SUMMARY NCWEB.PDF
E-43-20 CORRCTED STAFF SUMMARY NCWEB.PDF
E-44-20 COORECTED STAFF SUMMARY NCWEB.PDF
E-45-20 CORRECTED STAFF SUMMARY NCWEB.PDF
E-46-20 CORRECTED STAFF SUMMARY NCWEB.PDF
E-47-20 CORRECTED STAFF SUMMARY NCWEB.PDF
E-48-20 COORECTED STAFF SUMMARY NCWEB.PDF
E-49-20 CORRCTED STAFF SUMMARY NCWEB.PDF
U-3-20 CORRECTED STAFF SUMMARY NCWEB.PDF
B-5-20 NCWEB ADDT BACK UP.PDF
B-5-20 NCWEB.PDF

5. 3-9-20 Meeting Minutes

Documents:

RULES COMMITTEE, 03-09-20.PDF
PUBLIC SAFETY COMMITTEE, 03-09-20.PDF
HEALTH AND SOCIAL SERVICES COMMITTEE, 03-09-20.PDF
FINANCE COMMITTEE, 03-09-20.PDF

U-3-20

NIFS ID:CQHS20000040 Department: Human Services

Capital:

SERVICE: OFA LI Marriott 2020

Contract ID #:CQHS20000040 NIFS Entry Date: 04-DEC-19 Term: from 15-MAY-20 to 30-MAY-20

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) Material Adverse Information Identified? (if yes, attach memo):	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Long Island Marriott**	Vendor ID#: **521052600**
Address: 101 James Doolittle Blvd. Uniondale, NY 11501	Contact Person: [redacted]
	Phone: [redacted]

Department:
Contact Name: Rita Anderson
Address: NCDHS 69 CLB NE2 Su 200 Fiscal Uniondale, NY 11553
Phone: 516-227-7761

Routing Slip

Department	**NIFS Entry: X**	**12-DEC-19 -- RANDERSON**
Department	**NIFS Approval: X**	**12-DEC-19 -- GAPPEL**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**18-DEC-19 -- CNOLAN**
OMB	**NIFS Approval: X**	**12-DEC-19 -- NGUMIENIAK**
County Atty.	**Insurance Verification: X**	**12-DEC-19 -- AAMATO**
County Atty.	**Approval to Form: X**	**12-DEC-19 -- MMISRA**
CPO	**Approval: X**	**18-DEC-19 -- KOHAGENCE**

DCEC	**Approval: X**	**19-DEC-19 -- JCHIARA**
Dep. CE	**Approval: X**	**19-DEC-19 -- KROSE-LOUDER**
Leg. Affairs	**Approval/Review: X**	**20-FEB-20 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: To execute a contract with Long Island Marriott to celebrate Older American Month. A gala meal & special guest speakers. The County Executive recognizes two Senior Citizens of the Year who are chosen for outstanding service to the community.
Method of Procurement: As required by Executive Order #1-193, three proposals were solicited:The Carltun $50PP + 20% service charge, Garden City Hotel $46 pp + 24% service & gratuity, LI Marriott $$44pp inclusive of 25% service charge, LI Marriott is lowest bidder & best location
Procurement History: The LI Marriott hosted the May Luncheon in 2019, 2018 & 2017. They have provided excellent service, are centrally located, can accommodate 500 people in one room & have an EXPO area at no additional charge
Description of General Provisions: Luncheon to be served in Grand Ballroom to approximately 300 people. In addition sound system & space for Expo exhibits will be provided.
Impact on Funding / Price Analysis: Cost is $44 per person and the Department of Human Services, Office of the Aging will recover the major portion of this expense through sales of tickets to corporations, banks, local business and organizations.
Change in Contract from Prior Procurement: No change in total contract amount
Recommendation: (approve as submitted) We recommend that this contract be approved.

Advisement Information

BUDGET CODES	
Fund:	Gen
Control:	**10**
Resp:	**1200**
Object:	**DE511**
Transaction:	
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 13,200.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 13,200.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	HSGEN1200DE511	$ 13,200.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 13,200.00

RULES RESOLUTION NO. – 2020

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 HUMAN SERVICES, OFFICE FOR THE AGING, AND LONG ISLAND MARRIOTT HOTEL ("MARRIOTT").

WHEREAS, the County has negotiated a personal services agreement with Marriott, to provide catering services and facilities to celebrate Older American Month, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the agreement with Marriott.

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Long Island Marriott

2. Dollar amount requiring NIFA approval: $13200

Amount to be encumbered: $13200

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: 05/15/20-05/30/2020
Has work or services on this contract commenced? N ____

If yes, please explain:

4. Funding Source:

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

Grant Fund (GRT)

Federal % 0
State % 0
County % 13200

Is the cash available for the full amount of the contract?	N
If not, will it require a future borrowing?	N
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

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

To execute a contract with Long Island Marriott to celebrate Older American Month. A gala meal & special guest speakers. The County Executive recognizes two Senior Citizens of the Year who are chosen for outstanding service to the community.

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
CQHS18000158	13-OCT-18	13,200.00

AUTHORIZATION

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

CNOLAN 18-DEC-19

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 Cou nty Multi-Year Financial Plan.

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

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

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

Jack Schnirman
Comptroller

L I Marriott
20-40

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: Long Island Marriott

CONTRACTOR ADDRESS: 101 James Doolittle Blvd. Uniondale, NY 11553

FEDERAL TAX ID #: 521052660

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.

Carolyn McCarron

Department Head Signature

12/3/19

Date

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

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES [ ] NO [X] If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
Dena Kimmel [DENA.KIMMEL@MARRIOTT.COM]

Dated: 11/20/2019 04:23:40 PM

Vendor: Long Island Marriott

Title: Catering Sales Executive

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

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

None

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

None

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

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

YES [ ] NO [X] If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:
Dena Kimmel [DENA.KIMMEL@MARRIOTT.COM]

Dated: 11/25/2019 02:41:02 PM

Vendor: Long Island Marriott

Title: Catering Sales Executive

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Patricia Franco
Date of birth: 10/27/1977
Home address: [redacted]
City: [redacted] State/Province/Terr.: [redacted] Zip/Postal: [redacted] Country: [redacted]
Business Address: 101 James Doolittle Blvd
City: Uniondale State/Province/Terr.: NY Zip/Postal: 11553 Country: US
Telephone: [redacted]
Other present address(es):
City: State/Province/Terr.: Zip/Postal: Country:
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)			

Type	Description	Start Date
Other	General Manager	11/01/2018

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 notfor-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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

CERTIFICATION

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

Long Island Marriott
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Patricia Franco [PATRICIA.FRANCO@MARRIOTT.COM]

General Manager
Title

12/02/2019 03:02:26 PM
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: 11/25/2019

1) Proposer's Legal Name: Long Island Marriott

2) Address of Place of Business: 101 James Doolittle Blvd

City: Uniondale State: NY Zip Code: 11553

3) Mailing Address (if different): _____

City: _____ State: _____ Zip Code: _____

Phone: _____

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

4) Dun and Bradstreet number: 101-203-396

5) Federal I.D. Number: 52-1052660

6) The proposer is a: Partnership (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, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any

other government entity terminated?
YES [ ] NO [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, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [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.

17 Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

We will contact the county should a potential conflict arise and be guided accordingly

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

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

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

i) Date of formation:
03/23/1976

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.
See Attached 10K

No individuals with a financial interest in the company have been attached..

1 File(s) Uploaded

iii) Name, address and position of all officers and directors of the company. If none, explain.
See Attached 10K

No officers and directors from this company have been attached.

iv) State of Incorporation (if applicable):
DE

v) The number of employees in the firm;
220

vi) Annual revenue of firm;
40000000

vii) Summary of relevant accomplishments
Does Not Pertain to this contract

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

B. Indicate number of years in business.
38

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
Our Core values make us who we are. As we change and grow, the beliefs that are most important stay the same-putting people first, pursuing excellence, embracing change, acting with integrity and serving our world.

Being part of Marriott International
mans being part of a proud history and thriving culture. Additionally, we offer the Largest Conference/Catering Space on Long Island,which allows us to host events up to 1000 attendees along with fair & competitive pricing. We have been selected to host
events as well as similar events in size on an Annual basis for over the past ten years.

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 Interfaith Nutrition Network
Contact Person Rob Kammerer
Address [redacted]
City State NY
Telephone
Fax #
E-Mail Address

Company ADI -Honeywell International
Contact Person Eileen Southard
Address [redacted]
City State NY
Telephone
Fax #
E-Mail Address

Company Big Geyser
Contact Person Jenny Turcious
Address [redacted]
City State NY
Telephone
Fax #
E-Mail Address

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

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

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Name of submitting business: Long Island Marriott

Electronically signed and certified at the date and time indicated by:
Dena Kimmel [DENA.KIMMEL@MARRIOTT.COM]

Catering Sales Executive
Title

11/25/2019 02:47:39 PM
Date

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the Fiscal Year Ended December 31, 2017
or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from to
Commission File No. 1-13881

Marriott INTERNATIONAL

MARRIOTT INTERNATIONAL, INC.
(Exact name of registrant as specified in its charter)

Delaware	**52-2055918**
(State or other jurisdiction of incorporation or organization)	**(IRS Employer Identification No.)**
10400 Fernwood Road, Bethesda, Maryland	**20817**
(Address of Principal Executive Offices)	**(Zip Code)**

Registrant's Telephone Number, Including Area Code (301) 380-3000
Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	**Name of Each Exchange on Which Registered**
Class A Common Stock, $0.01 par value (357,437,289 shares outstanding as of February 2, 2018)	**Nasdaq Global Select Market Chicago Stock Exchange**

Securities registered pursuant to Section 12(g) of the Act: NONE

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of shares of common stock held by non-affiliates at June 30, 2017, was $31,114,327,631.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Proxy Statement prepared for the 2018 Annual Meeting of Shareholders are incorporated by reference into Part III of this report.

MARRIOTT INTERNATIONAL, INC.

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Throughout this report, we refer to Marriott International, Inc., together with its consolidated subsidiaries, as "we," "us," "Marriott," or "the Company." In order to make this report easier to read, we also refer throughout to (i) our Consolidated Financial Statements as our "Financial Statements," (ii) our Consolidated Statements of Income as our "Income Statements," (iii) our Consolidated Balance Sheets as our "Balance Sheets," (iv) our Condensed Consolidated Statements of Cash Flows as our "Statements of Cash Flows," (v) our properties, brands, or markets in the United States ("U.S.") and Canada as "North America" or "North American," and (vi) our properties, brands, or markets in our Caribbean and Latin America, Europe, and Middle East and Africa regions as "Other International," and together with those in our Asia Pacific segment, as "International." In addition, references throughout to numbered "Footnotes" refer to the numbered Notes to our Financial Statements that we include in the Financial Statements section of this report.

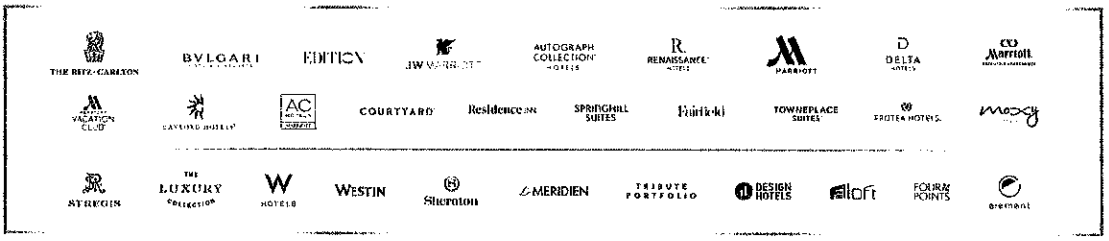
PART I

Item 1. Business.

Corporate Structure and Business

We are a worldwide operator, franchisor, and licensor of hotel, residential, and timeshare properties under numerous brand names at different price and service points. Consistent with our focus on management, franchising, and licensing, we own very few of our lodging properties. We were organized as a corporation in Delaware in 1997 and became a public company in 1998 when we were "spun off" as a separate entity by the company formerly named "Marriott International, Inc."

We believe that our portfolio of brands, shown in the following table, is the largest and most compelling range of brands and properties of any lodging company in the world.



We discuss our operations in the following reportable business segments: North American Full-Service, North American Limited-Service, and Asia Pacific. Our Europe, Middle East and Africa, and Caribbean and Latin America operating segments do not individually meet the criteria for separate disclosure as reportable segments. We provide financial information by segment and geography in Footnote 14 "Property and Equipment" and Footnote 18 "Business Segments."

Acquisition of Starwood Hotels & Resorts Worldwide

On September 23, 2016 (the "Merger Date"), we completed the acquisition of Starwood Hotels & Resorts Worldwide, LLC, formerly known as Starwood Hotels & Resorts Worldwide, Inc. ("Starwood") through a series of transactions (the "Starwood Combination"), after which Starwood became an indirect wholly-owned subsidiary of Marriott. Our Financial Statements and related discussions in this report include Starwood's results of operations only from the Merger Date through year-end 2017 and reflect the financial position of our combined company at December 31, 2017 and 2016, except where we specifically state otherwise, such as certain statistics described under the caption "Performance Measures" in Part II, Item 7. We refer to our business associated with brands that were in our portfolio before the Starwood Combination as "Legacy-Marriott" and to the Starwood business and brands that we acquired as "Legacy-Starwood." See Footnote 3 "Acquisitions and Dispositions" for more information.

Company-Operated Properties

At year-end 2017, we had 1,959 company-operated properties (554,642 rooms), which included properties under long-term management or lease agreements with property owners (management and lease agreements together, the "Operating Agreements"), properties that we own, and home and condominium communities for which we manage the related owners' associations.

Terms of our management agreements vary, but we earn a management fee that is typically composed of a base management fee, which is a percentage of the revenues of the hotel, and an incentive management fee, which is based on the profits of the hotel. Our management agreements also typically include reimbursement of costs of operations (both direct and

indirect). Such agreements are generally for initial periods of 20 to 30 years, with options for us to renew for up to 50 or more additional years. Our lease agreements also vary, but may include fixed annual rentals plus additional rentals based on a specified percentage of annual revenues that exceed a fixed amount. Many of our Operating Agreements are subordinated to mortgages or other liens securing indebtedness of the owners. Many of our Operating Agreements also permit the owners to terminate the agreement if we do not meet certain performance metrics and financial returns fail to meet defined levels for a period of time and we have not cured those deficiencies. In certain circumstances, some of our management agreements allow owners to convert company-operated properties to franchised properties under our brands.

For the lodging facilities we operate, we generally are responsible for hiring, training, and supervising the managers and employees needed to operate the facilities and for purchasing supplies, and owners are required to reimburse us for those costs. We provide centralized reservation services and national advertising, marketing, and promotional services, as well as various accounting and data processing services, and owners are also required to reimburse us for those costs.

Franchised, Licensed, and Unconsolidated Joint Venture Properties

We have franchising, licensing, and joint venture programs that permit other hotel owners and operators and two timeshare companies to use many of our lodging brand names and systems. Under our hotel franchising programs, we generally receive an initial application fee and continuing royalty fees, which typically range from four to six percent of room revenues for all brands, plus two to three percent of food and beverage revenues for certain full-service hotels. We are a partner in unconsolidated joint ventures that manage and, in some cases, own hotels. Some of these joint ventures also provide services to franchised hotels. We recognize our share of these joint ventures' net income or loss in the "Equity in earnings" caption of our Income Statements. Franchisees and certain joint ventures contribute to our national marketing and advertising programs and pay fees for use of our centralized reservation systems.

We also receive royalty fees under license agreements with Marriott Vacations Worldwide Corporation ("MVW"), our former timeshare subsidiary that we spun off in 2011, and Vistana Signature Experiences, Inc. ("Vistana"), a subsidiary of Interval Leisure Group, Inc. ("ILG"), which acquired Starwood's vacation timeshare operations before the Merger Date. MVW is the worldwide developer, marketer, and seller of vacation ownership and related products under the Marriott Vacation Club, Grand Residences by Marriott, and The Ritz-Carlton Destination Club brands. Vistana is the worldwide developer, marketer, seller, and manager of vacation ownership and related products under the Westin and Sheraton brands, and under the St. Regis and The Luxury Collection brands for certain existing properties. We receive license fees from both MVW and Vistana consisting of a fixed annual fee, adjusted for inflation, plus certain variable fees based on sales volumes.

At year-end 2017, we had 4,432 franchised and licensed properties (685,365 rooms) and 129 unconsolidated joint venture properties (17,659 rooms).

Residential

We use or license our trademarks for the sale of residential real estate, often in conjunction with hotel development, and receive branding fees for sales of such branded residential real estate by others. Third-party owners typically construct and sell residences with limited amounts, if any, of our capital at risk. We have used or licensed our JW Marriott, The Ritz-Carlton, Ritz-Carlton Reserve, W, The Luxury Collection, St. Regis, EDITION, Bulgari, Marriott, Sheraton, Westin, Four Points, and Autograph Collection brand names and trademarks for residential real estate sales. While the worldwide residential market is very large, we believe the luxurious nature of our residential properties, the quality and exclusivity associated with our brands, and the hospitality services that we provide, all serve to make residential properties bearing our trademarks distinctive.

Seasonality

In general, business at company-operated and franchised properties fluctuates only moderately with the seasons and is relatively stable. Business at some resort properties may be seasonal depending on location.

Relationship with Major Customer

We operate 84 properties that are owned or leased by Host Hotels & Resorts, Inc. ("Host") under long-term management agreements. In addition, Host is a partner in several partnerships that own properties that we operate under long-term management agreements. See Footnote 20 "Relationship with Major Customer" for more information.

Intellectual Property

We operate in a highly competitive industry and our brand names, trademarks, service marks, trade names, and logos are very important to the sales and marketing of our properties and services. We believe that our brand names and other intellectual property have come to represent the highest standards of quality, care, service, and value to our customers, guests, and the traveling public. Accordingly, we register and protect our intellectual property where we deem appropriate and otherwise protect against its unauthorized use.

Brand Portfolio

We believe that our brand portfolio offers the largest and most compelling range of brands and properties in hospitality, with two overall styles of hotels -- Classic, offering time-honored hospitality for the modern traveler, and Distinctive, offering memorable experiences with a unique perspective -- each of which we group into three quality tiers: Luxury, Premium, and Select.

Luxury offers bespoke and superb amenities and services. Our Luxury hotel brands include: JW Marriott, The Ritz-Carlton, W Hotels, The Luxury Collection, St. Regis, EDITION, and Bulgari.

Premium offers sophisticated and thoughtful amenities and services. Our Premium hotel brands include: Marriott Hotels, Sheraton, Westin, Renaissance, Le Méridien, Autograph Collection, Delta Hotels, Gaylord Hotels, Marriott Executive Apartments, Marriott Vacation Club, Tribute Portfolio, and Design Hotels.

Select offers smart and easy amenities and services with our longer stay brands offering amenities that mirror the comforts of home. Our Select hotel brands include: Courtyard, Residence Inn, Fairfield Inn & Suites, SpringHill Suites, Four Points, TownePlace Suites, Aloft, AC Hotels by Marriott, Protea Hotels, Element, and Moxy.

Classic Luxury		*Distinctive Luxury*	
JW MARRIOTT	**JW Marriott** offers memorable experiences crafted by awe inspiring design, warm authenticity, and an unpretentious approach to luxury.	W HOTELS	**W Hotels**, a leader in the contemporary lifestyle space, provides the insider access to what's new and next, offering a bold, provocative design.
THE RITZ-CARLTON	**The Ritz-Carlton** is an oasis of civility with an iconic heritage that sets the standard for rare and special luxury experiences. The brand delivers legendary anticipatory service and creates exceptional experiences that leave lasting impressions.	THE LUXURY COLLECTION	**The Luxury Collection** provides unmatched value to owners of storied, luxury independent hotels.
ST REGIS	**St. Regis** brings the vanguard spirit of the original hotel on 55th and Fifth to the best address in every destination. Signature rituals, such as St. Regis Butler Service, make every stay memorable.	EDITION	**EDITION** redefines the codes of traditional luxury and combines the sophisticated design sensibility and innovation that American visionary Ian Schrager is known for with the global reach and operational expertise of Marriott.
		BVLGARI HOTELS & RESORTS	**Bulgari** offers a contemporary, discriminating collection of luxury hotels in gateway cities and exclusive resort locations around the world.
Classic Premium		*Distinctive Premium*	
MARRIOTT	**Marriott Hotels**, as the signature brand of Marriott International, is one of the most recognized names in the industry. Marriott Hotels continues to evolve with contemporary style and elevated design.	R RENAISSANCE HOTELS	**Renaissance**, designed for spontaneous and global travelers, reflects the unique character of the neighborhood and adds a distinctly local and personalized service culture brought to life through each hotel's engaging Navigators.
Sheraton	**Sheraton** continues to establish itself as a global hospitality brand of choice. Sheraton goes beyond, through meaningful acts of service, purposeful design, and innovative programming.	LE MERIDIEN	**Le Méridien**, inspired by its European heritage and mid-century modern design, offers a chic and sophisticated experience in some of the world's most iconic cultural capitals and exotic resorts.
WESTIN HOTELS & RESORTS	**Westin** has a mission to be the preeminent wellness brand in hospitality by empowering guests to enhance their well-being while traveling, which drives unmatched guest loyalty and industry-leading performance.	AUTOGRAPH COLLECTION HOTELS	**Autograph Collection** is an evolving ensemble of strikingly independent hotels. Exactly like nothing else, each destination has been selected for its quality, bold originality, rich character, and uncommon details.

DELTA HOTELS	**Delta Hotels** is an upscale full-service brand offering an efficient and flexible operating model with a simple and seamless design.
Marriott EXECUTIVE APARTMENTS	**Marriott Executive Apartments**, with its sophisticated studio, 1-, 2-, and 3-bedroom apartments in the heart of business, shopping, and entertainment districts, offer a 5-star environment designed to assure and empower the corporate executive for long stay lodging.
Marriott VACATION CLUB	**Marriott Vacation Club** offers the ultimate in vacation flexibility with a deeded, points-based ownership program for resorts, hotels, safaris, and cruises.
GAYLORD HOTELS	**Gaylord Hotels** offers exciting convention, entertainment, and lifestyle experiences all in one place, with locations in the Nashville, Orlando, Dallas, and Washington, D.C. areas.
TRIBUTE PORTFOLIO	**Tribute Portfolio** gives guests access to a family of independent hotels around the world that offer captivating designs and a sense of community.
DESIGN HOTELS	**Design Hotels** represent and market a curated selection of independent hotels of which a select number participate in a distribution and loyalty partnership with SPG.

Classic Select	
COURTYARD BY MARRIOTT	**Courtyard** has the largest distribution of properties in the Marriott portfolio. Continuing to raise the bar for frequent business travelers, its signature food and beverage concept (the Bistro) has been refreshed with crafted cocktails and elevated evening menu items.
Residence Inn	**Residence Inn** created and defined the Extended Stay lodging category, first in North America and now globally. The brand recognizes the different needs of long stay guests and is uniquely suited to serve this significant market segment.
Fairfield BY MARRIOTT	**Fairfield Inn & Suites** has a heritage of warm hospitality, originating with Marriott's Fairfield Farm, and offers value, simplicity, and friendly service.
SPRINGHILL SUITES BY MARRIOTT	**SpringHill Suites**, the largest all-suites brand in the upscale tier, is a fresh take on mixing business and pleasure and getting a little bit more so guests can enjoy their time away. Lobbies are infused with West Elm decor, and most hotels offer inviting outdoor space with fire pits for social gatherings.
FOUR POINTS BY SHERATON	**Four Points** helps the well-traveled guest to kick back and relax in a vintage modern setting. Timeless, classic details bring pleasure and balance to business on the road.
TOWNEPLACE SUITES BY MARRIOTT	**TownePlace Suites** helps extended stay guests stay productive and upbeat with clever design details that give them a sense of calm and comfort.
PROTEA HOTELS MARRIOTT	**Protea Hotels** is the leading hospitality brand in Africa and boasts the highest brand awareness and largest strategic footprint among all the major hospitality brands in Africa, offering properties in primary and secondary business centers and desirable leisure destinations.

Distinctive Select	
aloft HOTELS	**Aloft** is the next generation of hotel, using technology and design to enhance experiences and move to the pace of its guests. Aloft creates bold, open, and exciting environments that bring people together in vibrant social scenes.
AC HOTELS MARRIOTT	**AC Hotels by Marriott** was born from the vision of Spanish hotelier Antonio Catalan, who created a new kind of stay for a new kind of traveler who prefers fewer things, but expects them to be better than good.
element BY WESTIN	**Element** is a brand for longer stays that provides a place for healthy, active travelers to thrive - with an eco-conscious philosophy, active fitness options, and health food.
moxy HOTELS	**Moxy** is a fun, vibrant, and stylish hotel designed to give guests everything they want and nothing they don't. Its lively communal spaces and energetic crew help guests have a good time, all at a killer price.

The following table shows the geographic distribution of our brands at year-end 2017:

		North America	Europe	Middle East & Africa	Asia Pacific	Caribbean & Latin America	Total
Luxury							
JW Marriott®	Properties	26	6	4	33	12	81
	Rooms	14,484	2,075	2,708	13,234	3,228	35,729
The Ritz-Carlton®	Properties	40	13	12	30	7	102
	Rooms	11,685	3,081	3,835	7,502	1,966	28,069
W® Hotels	Properties	27	7	2	12	5	53
	Rooms	8,459	1,324	798	3,328	876	14,785
The Luxury Collection®	Properties	16	44	6	28	11	105
	Rooms	4,977	6,455	1,755	6,849	887	20,923
St. Regis®	Properties	11	6	6	17	3	43
	Rooms	2,228	839	1,562	4,359	448	9,436
EDITION®	Properties	2	1	—	1	—	4
	Rooms	567	173	—	526	—	1,266
Bulgari®	Properties	—	2	1	2	—	5
	Rooms	—	143	120	179	—	442
Premium							
Marriott Hotels®	Properties	347	98	22	70	29	566
	Rooms	137,333	24,069	7,389	23,479	8,010	200,280
Sheraton®	Properties	192	62	30	122	35	441
	Rooms	73,074	16,847	10,236	46,143	9,450	155,750
Westin®	Properties	128	19	9	53	12	221
	Rooms	52,722	6,183	2,934	16,704	3,645	82,188
Renaissance® Hotels	Properties	86	36	5	33	8	168
	Rooms	28,510	8,563	1,388	12,271	2,565	53,297
Le Méridien®	Properties	22	16	27	45	2	112
	Rooms	5,006	5,292	7,530	11,630	271	29,729
Autograph Collection® Hotels	Properties	78	38	3	7	9	135
	Rooms	17,107	5,403	1,102	1,895	4,313	29,820
Delta Hotels by Marriott™ (Delta Hotels®)	Properties	49	—	—	1	—	50
	Rooms	12,373	—	—	339	—	12,712
Gaylord Hotels®	Properties	5	—	—	—	—	5
	Rooms	8,108	—	—	—	—	8,108
Marriott Executive Apartments®	Properties	—	4	7	16	2	29
	Rooms	—	358	823	2,849	240	4,270
Tribute Portfolio®	Properties	17	4	—	5	2	28
	Rooms	4,862	407	—	882	57	6,208
Select							
Courtyard by Marriott® (Courtyard®)	Properties	994	56	6	48	38	1,142
	Rooms	139,326	10,427	1,279	12,076	6,298	169,406
Residence Inn by Marriott® (Residence Inn®)	Properties	750	5	3	—	2	760
	Rooms	92,637	520	301	—	249	93,707
Fairfield Inn & Suites by Marriott® (Fairfield Inn & Suites®)	Properties	895	—	—	14	10	919
	Rooms	82,699	—	—	2,268	1,467	86,434
SpringHill Suites by Marriott® (SpringHill Suites®)	Properties	388	—	—	—	—	388
	Rooms	45,946	—	—	—	—	45,946
Four Points® by Sheraton (Four Points®)	Properties	141	17	11	60	20	249
	Rooms	21,612	2,552	2,319	14,823	2,674	43,980
TownePlace Suites by Marriott® (TownePlace Suites®)	Properties	338	—	—	—	—	338
	Rooms	34,272	—	—	—	—	34,272

		North America	Europe	Middle East & Africa	Asia Pacific	Caribbean & Latin America	Total
Aloft® Hotels	Properties	97	6	4	24	7	138
	Rooms	14,565	1,000	1,131	5,558	1,145	23,399
AC Hotels by Marriott®	Properties	31	82	—	—	10	123
	Rooms	5,288	10,035	—	—	1,917	17,240
Protea Hotels by Marriott® (Protea Hotels®)	Properties	—	—	90	—	—	90
	Rooms	—	—	9,033	—	—	9,033
Element® Hotels	Properties	28	2	—	4	—	34
	Rooms	4,027	293	—	933	—	5,253
Moxy® Hotels	Properties	4	13	—	3	—	20
	Rooms	1,076	3,028	—	469	—	4,573
Residences and Timeshare							
Residences	Properties	57	5	—	13	7	82
	Rooms	6,750	231	—	1,896	380	9,257
Timeshare	Properties	70	5	—	5	9	89
	Rooms	18,281	919	—	471	2,483	22,154
	Total Properties [1]	4,839	547	248	646	240	6,520
	Total Rooms [1]	847,974	110,217	56,243	190,663	52,569	1,257,666

(1) Excludes Design Hotels™ properties, which participate as partner hotels in the SPG loyalty program and are available for booking through our reservation channels.

Other Activities

Credit Card Programs. In the 2017 fourth quarter, we reached new multi-year agreements to amend our relationships with JP Morgan Chase and American Express for our U.S.-issued, co-brand credit cards associated with our guest loyalty programs, Marriott Rewards and The Ritz-Carlton Rewards, and Starwood Preferred Guest ("SPG") (which we refer to collectively as our "Loyalty Programs"). At year-end 2017, we also licensed credit card programs in Canada, United Kingdom, United Arab Emirates, and Japan. We earn license fees based on card usage, and we believe that our co-brand credit cards have contributed to the success of our Loyalty Programs and reflect the quality and value of our portfolio of brands.

Loyalty Programs, Sales and Marketing, and Reservation Systems. Our Loyalty Programs have 29 participating brands. MVW, Vistana, and other program partners also participate in one or more of our Loyalty Programs. The Loyalty Programs yield repeat guest business by rewarding frequent stays with points toward free hotel stays and other rewards, or airline miles with any of 49 participating airline programs. We believe that our Loyalty Programs generate substantial repeat business that might otherwise go to competing hotels. In 2017, Loyalty Program members purchased over 50 percent of our room nights. While we continue to run our Loyalty Programs in parallel, we encourage the linking of accounts between the Loyalty Programs, allowing instant elite status match, and enabling the transfer of points between the programs. We continue to enhance our Loyalty Program offerings and strategically market to this large and growing guest base. Our loyalty member base provides a low cost and high impact vehicle for our revenue generation efforts. See the "Loyalty Programs" caption in Footnote 2 "Summary of Significant Accounting Policies" for more information.

Marriott.com, Starwoodhotels.com, SPG.com, our international websites, and our mobile apps continued to grow significantly in 2017. Our web and mobile platforms allow for a seamless booking experience and easy enrollment in our Loyalty Programs to book our exclusive Member Rates. Our Look No Further® Best Rate Guarantee ensures best rate integrity, strengthening consumer confidence in our brand, and gives guests greater access to the same rates when they book through our various direct channels. We also continue to grow engagement levels with millions of guests through our mobile guest services - check-in, check-out, service requests, mobile key, and more - across our hotel portfolio. In 2017, we introduced mobile check-in to all Legacy-Starwood hotels globally that did not already offer the service, and we greatly expanded the number of hotels across our portfolio that offered mobile key, enabling guests to use their mobile devices as a keycard for room entry and amenity access. We also introduced mobile food ordering at selected properties, enabling guests to order food and beverages on-demand from hotel outlets. Our digital strategy continues to focus on creating a simple and efficient digital booking experience, while elevating the service experience through mobile guest services and generating superior guest satisfaction and more memorable stays at our properties.

At year-end 2017, we operated 23 hotel reservation centers, eight in the U.S. and 15 in other countries and territories, which handle reservation requests for our lodging brands worldwide, including franchised properties. We own two of the U.S. facilities and either lease the others or share space with a company-operated property. While pricing is set by our hotels, our reservation system manages inventory and allows us to utilize third party agents where cost effective. Economies of scale enable us to minimize costs per occupied room, drive profits for our owners and franchisees, and enhance our fee revenue.

We believe our global sales and revenue management organizations are a key competitive advantage due to our unrelenting focus on optimizing our investment in people, processes, and systems. Our above-property sales deployment strategy aligns our sales efforts around how the customer wants to buy, reducing duplication of efforts by individual hotels and allowing us to cover a larger number of accounts. We also utilize innovative and sophisticated revenue management systems, many of which are proprietary, which we believe provide a competitive advantage in pricing decisions, increasing efficiency and producing higher property-level revenue for hotels in our portfolio. Most of the hotels in our portfolio utilize web-based programs to effectively manage the rate set-up and modification processes which provides for greater pricing flexibility, reduces time spent on rate program creation and maintenance, and increases the speed to market of new products and services.

As we further discuss in Part I, Item 1A "Risk Factors" later in this report, we utilize sophisticated technology and systems in our reservation, revenue management, and property management systems, in our Loyalty Programs, and in other aspects of our business. We also make certain technologies available to our guests. Keeping pace with developments in technology is important for our operations and our competitive position. Furthermore, the integrity and protection of customer, guest, employee, and company data is critical to us as we use such data for business decisions and to maintain operational efficiency.

Sustainability and Social Impact. Guided by our 2025 Sustainability and Social Impact Goals, as well as the United Nations Sustainable Development Goals, we believe we have an opportunity to create a positive and sustainable impact wherever we do business. In 2017, we launched our new Sustainability and Social Impact Platform, Serve 360: Doing Good In Every Direction. The platform is built around four focus areas: Nurture Our World; Empower Through Opportunity; Sustainable Operations; and Welcome All and Advance Human Rights. Within each of these areas, we have identified a series of goals that we have embarked upon to show progress through 2025. Examples of these goals include commitments to volunteering, investments in our communities, reduction of our environmental impact, and human rights training.

Global Design Division. Our Global Design division provides design, development, refurbishment, and procurement services to owners and franchisees of lodging properties on a voluntary basis outside the scope of and separate from our management or franchise contracts. Like third-party contractors, Global Design provides these services on a fee basis to owners and franchisees of our branded properties.

Competition

We encounter strong competition both as a lodging operator and as a franchisor. According to lodging industry data, there are over 1,100 lodging management companies in the U.S., including approximately 20 that operate more than 100 properties. These operators are primarily private management firms, but also include several large national and international chains that own and operate their own hotels, operate hotels on behalf of third-party owners, and also franchise their brands. Management contracts are typically long-term in nature, but most allow the hotel owner to replace the management firm if it does not meet certain financial or performance criteria.

We also compete for guests with large companies that offer online travel services as part of their business model, search engines such as Google and Bing, and online services including Airbnb and HomeAway that allow travelers to book short-term rentals of homes and apartments as an alternative to hotel rooms. We compete against lodging operators and other competitors for guests in many areas, including brand recognition and reputation, location, guest satisfaction, room rates, quality of service, amenities, quality of accommodations, security, and the ability to earn and redeem loyalty program points.

During the last recession, demand for hotel rooms declined significantly, particularly in 2009, and we took steps to reduce operating costs and improve efficiency. Due to the competitive nature of our industry, we focused these efforts on areas that had limited or no impact on the guest experience. While demand trends globally improved from 2010 through 2017, cost reductions could again become necessary if demand trends reverse. We would expect to implement any such efforts in a manner designed to maintain guest loyalty, owner preference, and associate satisfaction, to help maintain or increase our market share.

Affiliation with a national or regional brand is common in the U.S. lodging industry, and we believe that our brand recognition assists us in attracting and retaining guests, owners, and franchisees. In 2017, approximately 71 percent of U.S. hotel rooms were brand-affiliated. Most of the branded properties are franchises, under which the owner pays the franchisor a fee for use of its hotel name and reservation system. In the franchising business, we face many competitors that have strong

brands and guest appeal, including Hilton, Intercontinental Hotels Group, Hyatt, Wyndham, Accor, Choice, Carlson Rezidor, Best Western, La Quinta, and others.

Outside the U.S., branding is much less prevalent and most markets are served primarily by independent operators, although branding is more common for new hotel development. We believe that chain affiliation will increase in many overseas markets as local economies grow, trade barriers decline, international travel accelerates, and hotel owners seek the economies of centralized reservation systems and marketing programs.

Based on lodging industry data, we have an approximately 15 percent share of the U.S. hotel market (based on number of rooms) and we estimate less than a four percent share of the hotel market outside the U.S. We believe that our hotel brands are attractive to hotel owners seeking a management company or franchise affiliation because our hotels typically generate higher Revenue per Available Room ("RevPAR") than our direct competitors in most market areas. We attribute this performance premium to our success in achieving and maintaining strong guest preference. We believe that the location and quality of our lodging facilities, our marketing programs, our reservation systems, and our emphasis on guest service and guest and associate satisfaction contribute to guest preference across all our brands.

Properties that we operate, franchise, or license are regularly upgraded to maintain their competitiveness. Most of our management agreements provide for the allocation of funds to be set aside, generally a fixed percentage of revenue, for periodic refurbishment and replacement of furnishings, fixtures, and equipment. These ongoing refurbishment programs, along with periodic brand initiatives, are generally adequate to preserve or enhance the competitive position and earning power of the properties. Properties converting to one of our brands typically complete renovations as needed in conjunction with the conversion.

Employee Relations

At year-end 2017, we had approximately 177,000 employees, approximately 23,000 of whom were represented by labor unions. We believe relations with our employees are positive.

Environmental Compliance

The properties we operate or develop are subject to national, regional, state or provincial, and local laws and regulations that govern the discharge of materials into the environment or otherwise relate to protecting the environment. Those environmental provisions include requirements that address health and safety; the use, management, and disposal of hazardous substances and wastes; and emission or discharge of wastes or other materials. We believe that our operation and development of properties complies, in all material respects, with environmental laws and regulations. Compliance with such provisions has not materially impacted our capital expenditures, earnings, or competitive position, and we do not anticipate that it will have a material impact in the future.

Internet Address and Company SEC Filings

Our primary Internet address is Marriott.com. On the investor relations portion of our website, Marriott.com/investor, we provide a link to our electronic filings with the U.S. Securities and Exchange Commission (the "SEC"), including our annual report on Form 10-K, our quarterly reports on Form 10-Q, our current reports on Form 8-K and any amendments to these reports. We make all such filings available free of charge as soon as reasonably practicable after filing. The information found on our website is not part of this or any other report we file with or furnish to the SEC.

Item 1A. Risk Factors.

Forward-Looking Statements

We make forward-looking statements in Management's Discussion and Analysis of Financial Condition and Results of Operations and elsewhere in this report based on the beliefs and assumptions of our management and on information currently available to us. Forward-looking statements include information about our possible or assumed future results of operations, which follow under the headings "Business and Overview," "Liquidity and Capital Resources," and other statements throughout this report preceded by, followed by, or that include the words "believes," "expects," "anticipates," "intends," "plans," "estimates," or similar expressions.

Any number of risks and uncertainties could cause actual results to differ materially from those we express in our forward-looking statements, including the risks and uncertainties we describe below and other factors we describe from time to time in our periodic filings with the U.S. Securities and Exchange Commission (the "SEC"). We therefore caution you not to rely unduly on any forward-looking statement. The forward-looking statements in this report speak only as of the date of this

report, and we undertake no obligation to update or revise any forward-looking statement, whether due to new information, future developments, or otherwise.

Risks and Uncertainties

We are subject to various risks that could have a negative effect on us or on our financial condition. You should understand that these risks could cause results to differ materially from those we express in forward-looking statements contained in this report or in other Company communications. Because there is no way to determine in advance whether, or to what extent, any present uncertainty will ultimately impact our business, you should give equal weight to each of the following:

Our industry is highly competitive, which may impact our ability to compete successfully with other hotel properties and home and apartment sharing services for guests. We operate in markets that contain many competitors. Each of our hotel brands competes with major hotel chains and home and apartment sharing services in national and international venues, and with independent companies in regional markets. Our ability to remain competitive and attract and retain business and leisure travelers depends on our success in distinguishing the quality, value, and efficiency of our lodging products and services, including our Loyalty Programs and consumer-facing technology platforms and services, from those offered by others. If we cannot compete successfully in these areas, our operating margins could contract, our market share could decrease, and our earnings could decline. Further, new lodging supply in individual markets could have a negative impact on the hotel industry and hamper our ability to increase room rates or occupancy in those markets.

Economic downturns could impact our financial results and growth. Weak economic conditions in one or more parts of the world, changes in oil prices and currency values, potential disruptions in the U.S. economy generally and the travel business in particular that might result from the U.S. administration's changing policies in such areas as trade, travel, immigration, healthcare, and related issues, political instability in some areas, and the uncertainty over how long any of these conditions could continue, could have a negative impact on the lodging industry. U.S. government travel is also a significant part of our business, and this aspect of our business could suffer due to U.S. federal spending cuts, or government hiring restrictions and any further limitations that may result from presidential or congressional action or inaction. Because of such uncertainty, we continue to experience weakened demand for our hotel rooms in some markets. Our future financial results and growth could be further harmed or constrained if economic or these other conditions worsen.

Risks Relating to Our Integration of Starwood

The continued diversion of resources and management's attention to the integration of Starwood could still adversely affect our day-to-day business. While the integration of Starwood is well underway, it places a significant burden on our management and internal resources and will continue to do so for some time. The diversion of management's attention away from day-to-day business concerns and any difficulties we encounter as the integration process continues could adversely affect our financial results.

Some of the anticipated benefits of combining Starwood and Marriott may still not be realized. We decided to acquire Starwood with the expectation that the Starwood Combination will result in various benefits, including, among other things, operating efficiencies. Although we have already achieved some of those anticipated benefits, others remain subject to several uncertainties, including whether we can continue to effectively and efficiently integrate the Starwood business and whether, and on what terms, we can reach agreement with the timeshare companies with whom we do business to allow us to move to a single unified reservation system and loyalty platform.

Integration could also take longer than we anticipate and involve unexpected costs. Disruptions of each legacy company's ongoing businesses, processes, and systems could adversely affect the combined company. We also may still encounter difficulties harmonizing our different reservations and other systems and business practices as the integration process continues. Because of these or other factors, we cannot assure you when or that we will be able to fully realize additional benefits from the Starwood Combination in the form of eliminating duplicative costs, or achieving other operating efficiencies, cost savings, or benefits.

Risks Relating to Our Business

Operational Risks

Premature termination of our management or franchise agreements could hurt our financial performance. Our hotel management and franchise agreements may be subject to premature termination in certain circumstances, such as the bankruptcy of a hotel owner or franchisee, or a failure under some agreements to meet specified financial or performance criteria that are subject to the risks described in this section, which we fail or elect not to cure. Some courts have also applied agency law principles and related fiduciary standards to managers of third-party hotel properties, including us (or have

interpreted hotel management agreements to be "personal services contracts"). This means, among other things, that property owners may assert the right to terminate management agreements even where the agreements provide otherwise, and some courts have upheld such assertions about our management agreements and may do so in the future. If terminations occur for these or other reasons, we may need to enforce our right to damages for breach of contract and related claims, which may cause us to incur significant legal fees and expenses. Any damages we ultimately collect could be less than the projected future value of the fees and other amounts we would have otherwise collected under the management agreement. A significant loss of agreements due to premature terminations could hurt our financial performance or our ability to grow our business.

Our lodging operations are subject to global, regional, and national conditions. Because we conduct our business on a global platform, changes in global and regional economies impact our activities. In recent years, decreases in travel resulting from weak economic conditions and the heightened travel security measures resulting from the threat of further terrorism have hurt our business. Our future performance could be similarly affected by the economic and political environment in each of our operating regions, the resulting unknown pace of both business and leisure travel, and any future incidents or changes in those regions.

The growing significance of our operations outside of the U.S. makes us increasingly susceptible to the risks of doing business internationally, which could lower our revenues, increase our costs, reduce our profits, disrupt our business, or damage our reputation. At year-end 2017, approximately 36 percent of the rooms in our system were located outside of the U.S. and its territories. We expect that our international operations, and resulting revenues, will continue to grow. This increasingly exposes us to the challenges and risks of doing business outside the U.S., many of which are outside of our control, and which could reduce our revenues or profits, increase our costs, result in significant liabilities or sanctions, disrupt our business, or damage our reputation. These challenges include: (1) compliance with complex and changing laws, regulations and government policies that may impact our operations, such as foreign ownership restrictions, import and export controls, and trade restrictions; (2) compliance with U.S. and foreign laws that affect the activities of companies abroad, such as competition laws, cybersecurity and privacy laws, currency regulations, and other laws affecting dealings with certain nations; (3) the difficulties involved in managing an organization doing business in many different countries; (4) uncertainties as to the enforceability of contract and intellectual property rights under local laws; (5) rapid changes in government policy, political or civil unrest, acts of terrorism, or the threat of international boycotts or U.S. anti-boycott legislation; and (6) currency exchange rate fluctuations, which may impact the results and cash flows of our international operations.

Any failure by our international operations to comply with anti-corruption laws or trade sanctions could increase our costs, reduce our profits, limit our growth, harm our reputation, or subject us to broader liability. We are subject to restrictions imposed by the U.S. Foreign Corrupt Practices Act (the "FCPA") and anti-corruption laws and regulations of other countries applicable to our operations, such as the UK Bribery Act. Anti-corruption laws and regulations generally prohibit companies and their intermediaries from making improper payments to government officials or other persons to receive or retain business. These laws also require us to maintain adequate internal controls and accurate books and records. Due to the Starwood Combination, we now have more properties in countries outside of the U.S., including in many parts of the world where corruption is common, and our compliance with anti-corruption laws may potentially conflict with local customs and practices. The compliance programs, internal controls and policies we and, prior to the Merger Date, Starwood, maintain and enforce to promote compliance with applicable anti-bribery and anti-corruption laws may not prevent our associates, contractors or agents from acting in ways prohibited by these laws and regulations. We are also subject to trade sanctions administered by the Office of Foreign Assets Control and the U.S. Department of Commerce. Our compliance programs and internal controls also may not prevent conduct that is prohibited under these rules. The U.S. may impose additional sanctions at any time against any country in which or with whom we do business. Depending on the nature of the sanctions imposed, our operations in the relevant country could be restricted or otherwise adversely affected. Any violations of anti-corruption laws and regulations or trade sanctions could result in significant civil and criminal penalties, reduce our profits, disrupt or have a material adverse effect on our business, damage our reputation, or result in lawsuits being brought against the Company or its officers or directors. In addition, the operation of these laws or an imposition of further restrictions in these areas could increase our cost of operations, reduce our profits or cause us to forgo development opportunities, or cease operations in certain countries, that would otherwise support growth.

In connection with the Starwood Combination, we are currently assessing various regulatory compliance matters at several foreign Legacy-Starwood locations, including compliance with the U.S. FCPA. The results of this assessment may give rise to contingencies that could require us to accrue expenses, the amounts of which we are not able to currently estimate.

Exchange rate fluctuations and foreign exchange hedging arrangements could result in significant foreign currency gains and losses and affect our business results. We earn revenues and incur expenses in foreign currencies as part of our operations outside of the U.S. Accordingly, fluctuations in currency exchange rates may significantly increase the amount of U.S. dollars required for foreign currency expenses or significantly decrease the U.S. dollars we receive from foreign currency revenues. We are also exposed to currency translation risk because the results of our non-U.S. business are generally reported in local

currency, which we then translate to U.S. dollars for inclusion in our consolidated financial statements. As a result, changes between the foreign exchange rates and the U.S. dollar affect the amounts we record for our foreign assets, liabilities, revenues and expenses, and could have a negative effect on our financial results. We expect that our exposure to foreign currency exchange rate fluctuations will grow as the relative contribution of our non-U.S. operations increases. We enter into foreign exchange hedging agreements with financial institutions to reduce exposures to some of the principal currencies in which we receive management and franchise fees, but these efforts may not be successful. These hedging agreements also do not cover all currencies in which we do business, do not eliminate foreign currency risk entirely for the currencies that they do cover, and involve costs and risks of their own in the form of transaction costs, credit requirements and counterparty risk.

Some of our management agreements and related contracts require us to make payments to owners if the hotels do not achieve specified levels of operating profit. Some of our contracts with hotel owners require that we fund shortfalls if the hotels do not attain specified levels of operating profit. We may not be able to recover any fundings of such performance guarantees, which could lower our profits and reduce our cash flows.

Our new programs and new branded products may not be successful. We cannot assure you that recently launched or newly acquired brands, such as EDITION, AC Hotels by Marriott in the Americas, Protea Hotels, Moxy, Delta Hotels, and those we acquired as a result of the Starwood Combination, our recently announced investments in PlacePass and the joint venture with Alibaba, or any other new programs or products we may launch in the future, will be accepted by hotel owners, potential franchisees, or the traveling public or other guests. We also cannot be certain that we will recover the costs we incurred in developing or acquiring the brands or any new programs or products, or that those brands, programs, or products will be successful. In addition, some of our new or newly acquired brands involve or may involve cooperation and/or consultation with one or more third parties, including some shared control over product design and development, sales and marketing, and brand standards. Disagreements with these third parties could slow the development of these new brands and/or impair our ability to take actions we believe to be advisable for the success and profitability of such brands.

Risks relating to natural or man-made disasters, contagious disease, terrorist activity, and war could reduce the demand for lodging, which may adversely affect our revenues. So called "Acts of God," such as hurricanes, earthquakes, tsunamis, and other natural disasters, such as 2017 hurricanes Harvey, Irma, and Maria, that caused severe damage in Houston, the Florida Keys, Puerto Rico, the U.S. Virgin Islands, and many other Caribbean islands, recent earthquakes, and man-made disasters in recent years as well as the potential spread of contagious diseases such as MERS (Middle East Respiratory Syndrome), Zika virus, and Ebola in locations where we own, manage, or franchise significant properties and areas of the world from which we draw a large number of guests, could cause a decline in business or leisure travel and reduce demand for lodging. Actual or threatened war, terrorist activity, political unrest, or civil strife, such as recent events in Las Vegas, Fort Lauderdale, Orlando, Barcelona, Berlin, Brussels, London, Manchester, Paris, Turkey, Ukraine and Russia, the Middle East, and other geopolitical uncertainty could have a similar effect. Any one or more of these events may reduce the overall demand for hotel rooms and corporate apartments or limit the prices that we can obtain for them, both of which could adversely affect our profits. If a terrorist event were to involve one or more of our branded properties, demand for our hotels in particular could suffer, which could further hurt our revenues and profits.

Disagreements with owners of hotels that we manage or franchise may result in litigation or delay implementation of product or service initiatives. Consistent with our focus on management and franchising, we own very few of our lodging properties. The nature of our responsibilities under our management agreements to manage each hotel and enforce the standards required for our brands under both management and franchise agreements may be subject to interpretation and will from time to time give rise to disagreements, which may include disagreements over the need for or payment for new product, service or systems initiatives, the timing and amount of capital investments, and reimbursement for certain system initiatives and costs. Such disagreements may be more likely when hotel returns are weaker. We seek to resolve any disagreements to develop and maintain positive relations with current and potential hotel owners and joint venture partners, but we cannot always do so. Failure to resolve such disagreements has resulted in litigation, and could do so in the future. If any such litigation results in an adverse judgment, settlement, or court order, we could suffer significant losses, our profits could be reduced, or our future ability to operate our business could be constrained.

Our business depends on the quality and reputation of our company and our brands, and any deterioration could adversely impact our market share, reputation, business, financial condition, or results of operations. Events that may be beyond our control could affect the reputation of one or more of our properties or more generally impact the reputation of our brands. Many other factors also can influence our reputation and the value of our brands, including service, food quality and safety, availability and management of scarce natural resources, supply chain management, diversity, human rights, and support for local communities. Reputational value is also based on perceptions, and broad access to social media makes it easy for anyone to provide public feedback that can influence perceptions of us, our brands and our hotels, and it may be difficult to control or effectively manage negative publicity, regardless of whether it is accurate. While reputations may take decades to build, negative incidents can quickly erode trust and confidence, particularly if they result in adverse mainstream and social

media publicity, governmental investigations or penalties, or litigation. Negative incidents could lead to tangible adverse effects on our business, including consumer boycotts, lost sales, disruption of access to our websites and reservation systems, loss of development opportunities, or associate retention and recruiting difficulties. Any decline in the reputation or perceived quality of our brands or corporate image could affect our market share, reputation, business, financial condition, or results of operations.

If our brands, goodwill or other intangible assets become impaired, we may be required to record significant non-cash charges to earnings. As of December 31, 2017, we had $18.0 billion of goodwill and other intangible assets. We review goodwill and indefinite-lived intangible assets for impairment annually or whenever events or circumstances indicate impairment may have occurred. Estimated fair values of our brands or reporting units could change if, for example, there are changes in the business climate, unanticipated changes in the competitive environment, adverse legal or regulatory actions or developments, changes in guests' perception and the reputation of our brands, or changes in interest rates, operating cash flows, or market capitalization. Because of the significance of our goodwill and other intangible assets, any future impairment of these assets could require material non-cash charges to our results of operations, which could have a material adverse effect on our financial condition and results of operations.

Actions by our franchisees and licensees could adversely affect our image and reputation. We franchise and license many of our brand names and trademarks to third parties for lodging, timeshare, residential, and our credit card programs. Under the terms of their agreements with us, our franchisees and licensees interact directly with guests and other third parties under our brand and trade names. If these franchisees or licensees fail to maintain or act in accordance with applicable brand standards; experience operational problems, including any data breach involving guest information; or project a brand image inconsistent with ours, our image and reputation could suffer. Although our franchise and license agreements provide us with recourse and remedies in the event of a breach by the franchisee or licensee, including termination of the agreements under certain circumstances, it could be expensive or time consuming for us to pursue such remedies. We also cannot assure you that in every instance a court would ultimately enforce our contractual termination rights.

Collective bargaining activity could disrupt our operations, increase our labor costs or interfere with the ability of our management to focus on executing our business strategies. A significant number of associates at our managed, leased, and owned hotels (approximately 16 percent in the U.S. and approximately 13 percent worldwide) are covered by collective bargaining agreements. If relationships with those associates or the unions that represent them become adverse, the properties we operate could experience labor disruptions such as strikes, lockouts, boycotts and public demonstrations. Collective bargaining agreements representing approximately half of our organized associates in the U.S. are expiring in 2018 and are in the process of being renegotiated. Labor disputes, which are generally more likely when collective bargaining agreements are being renegotiated, could harm our relationship with our associates, result in increased regulatory inquiries and enforcement by governmental authorities and deter guests. Further, adverse publicity related to a labor dispute could harm our reputation and reduce customer demand for our services.

Labor regulation and the negotiation of new or existing collective bargaining agreements could lead to higher wage and benefit costs, changes in work rules that raise operating expenses, legal costs and limitations on our ability or the ability of our third-party property owners to take cost saving measures during economic downturns. We do not have the ability to control the negotiations of collective bargaining agreements covering unionized labor employed by our third-party property owners and franchisees. Increased unionization of our workforce, new labor legislation or changes in regulations could disrupt our operations, reduce our profitability or interfere with the ability of our management to focus on executing our business strategies.

Damage to, or losses involving, properties that we own, manage, or franchise may not be covered by insurance, or the cost of such insurance could increase. Marriott requires comprehensive property and liability insurance policies for our managed, leased, and owned properties with coverage features and insured limits that we believe are customary. We require managed hotel owners to procure such coverage or we procure such coverage on their behalf. We also require our franchisees to maintain similar levels of insurance. Market forces beyond our control may nonetheless limit the scope of the insurance coverage we or our franchisees can obtain, or our or their ability to obtain coverage at reasonable rates. Certain types of losses, generally of a catastrophic nature, such as earthquakes, hurricanes and floods, terrorist acts, or liabilities that result from breaches in the security of our information systems, may result in high deductibles, low limits, or may be uninsurable or the cost of obtaining insurance may be unacceptably high. As a result, we and our franchisees may not be successful in obtaining insurance without increases in cost or decreases in coverage levels, and we expect substantial increases in property insurance costs in 2018 and possibly future years due to the severe and widespread damage caused by the 2017 Atlantic hurricane season. In addition, in the event of a substantial loss, the insurance coverage we or our franchisees carry may not be sufficient to pay the full market value or replacement cost of any lost investment or in some cases could result in certain losses being totally uninsured. As a result, we could lose some or all of any capital that we have invested in a property, as well as the anticipated

future revenue from the property, and we could remain obligated for guarantees, debt, or other financial obligations for the property.

Development and Financing Risks

While we are predominantly a manager and franchisor of hotel properties, our hotel owners depend on capital to buy, develop, and improve hotels, and our hotel owners may be unable to access capital when necessary. Both we and current and potential hotel owners must periodically spend money to fund new hotel investments, as well as to refurbish and improve existing hotels. The availability of funds for new investments and improvement of existing hotels by our current and potential hotel owners depends in large measure on capital markets and liquidity factors, over which we exert little control. Obtaining financing on attractive terms may be constrained by the capital markets for hotel and real estate investments. In addition, owners of existing hotels that we franchise or manage may have difficulty meeting required debt service payments or refinancing loans at maturity.

Our growth strategy depends upon third-party owners/operators, and future arrangements with these third parties may be less favorable. Our growth strategy for adding lodging facilities entails entering into and maintaining various arrangements with property owners. The terms of our management agreements and franchise agreements for each of our lodging facilities are influenced by contract terms offered by our competitors, among other things. We cannot assure you that any of our current arrangements will continue or that we will be able to enter into future collaborations, renew agreements, or enter into new agreements in the future on terms that are as favorable to us as those that exist today.

Our ability to grow our management and franchise systems is subject to the range of risks associated with real estate investments. Our ability to sustain continued growth through management or franchise agreements for new hotels and the conversion of existing facilities to managed or franchised Marriott brands is affected, and may potentially be limited, by a variety of factors influencing real estate development generally. These include site availability, financing, planning, zoning and other local approvals, and other limitations that may be imposed by market and submarket factors, such as projected room occupancy, changes in growth in demand compared to projected supply, territorial restrictions in our management and franchise agreements, costs of construction, and anticipated room rate structure.

Our development activities expose us to project cost, completion, and resale risks. We occasionally develop new hotel and residential properties, both directly and through partnerships, joint ventures, and other business structures with third parties. As demonstrated by the impairment charges that we recorded in 2014 and 2015 in connection with our development and construction of three EDITION hotels and residences, our ongoing involvement in the development of properties presents a number of risks, including that: (1) continued weakness in the capital markets may limit our ability, or that of third parties with whom we do business, to raise capital for completion of projects that have commenced or for development of future properties; (2) properties that we develop could become less attractive due to decreases in demand for hotel and residential properties, market absorption or oversupply, with the result that we may not be able to sell such properties for a profit or at the prices or selling pace we anticipate, potentially requiring additional changes in our pricing strategy that could result in further charges; (3) construction delays or cost overruns, including those due to a shortage of skilled labor, lender financial defaults, or so called "Acts of God" such as earthquakes, hurricanes, floods, or fires may increase overall project costs or result in project cancellations; and (4) we may be unable to recover development costs we incur for any projects that we do not pursue to completion.

Our owned properties and other real estate investments subject us to numerous risks. Although we had relatively few owned and leased properties at the end of 2017, we acquired a significant number of those properties as part of the Starwood Combination, and such properties are subject to the risks that generally relate to investments in real property. Although we have sold several of those properties since the Merger Date and we are actively pursuing additional sales, equity real estate investments can be difficult to sell quickly, and we may not be able to do so at prices we find acceptable or at all. Moreover, the investment returns available from equity investments in real estate depend in large part on the amount of income earned and capital appreciation generated by the related properties, and the expenses incurred. A variety of other factors also affect income from properties and real estate values, including governmental regulations, insurance, zoning, tax and eminent domain laws, interest rate levels, and the availability of financing. For example, new or existing real estate zoning or tax laws can make it more expensive and/or time-consuming to develop real property or expand, modify, or renovate hotels. When interest rates increase, the cost of acquiring, developing, expanding, or renovating real property increases and real property values may decrease as the number of potential buyers decreases. Similarly, as financing becomes less available, it becomes more difficult both to acquire and to sell real property. Finally, under eminent domain laws, governments can take real property, sometimes for less compensation than the owner believes the property is worth. Despite our asset-light strategy, our real estate properties could be impacted by any of these factors, resulting in a material adverse impact on our results of operations or financial condition. If our properties do not generate revenue sufficient to meet operating expenses, including needed capital expenditures, our income could be adversely affected.

Development activities that involve our co-investment with third parties may result in disputes that could increase project costs, impair project operations, or increase project completion risks. Partnerships, joint ventures, and other business structures involving our co-investment with third parties which we have entered into or acquired as part of the Starwood Combination generally include some form of shared control over the operations of the business and create added risks, including the possibility that other investors in such ventures could become bankrupt or otherwise lack the financial resources to meet their obligations, or could have or develop business interests, policies, or objectives that are inconsistent with ours. Actions by another investor may present additional risks of project delay, increased project costs, or operational difficulties following project completion. Such disputes may also be more likely in difficult business environments.

Investing through partnerships or joint ventures decreases our ability to manage risk. In addition to acquiring or developing hotels and resorts or acquiring companies that complement our business directly, Starwood, and to a lesser extent Marriott, has from time to time invested, and we may continue to invest, as a co-venturer. Such arrangements often have shared control over the operation of the assets. Therefore, such investments may involve risks such as the possibility that the co-venturer might become bankrupt or not have the financial resources to meet its obligations. Should a venture partner become bankrupt we could become liable for our partner's share of the venture's liabilities. Also, our venture partner could have economic or business interests or goals that are inconsistent with our economic or business interests or goals, take action contrary to our instructions, or make requests contrary to our policies or objectives. Further, we may be unable to act without the approval of our venture partners and, alternatively, our venture partners could take actions binding on the venture or partnership without our consent. Therefore, actions by a co-venturer might subject the assets owned by the venture or partnership to additional risk. We cannot assure you that our investments through partnerships or joint ventures will be successful despite these risks.

Risks associated with development and sale of residential properties associated with our lodging properties or brands may reduce our profits. We participate, through licensing agreements or directly or through noncontrolling interests, in the development and sale of residential properties associated with our brands, including residences and condominiums under many of our luxury and premium brand names and trademarks. Such projects pose further risks beyond those generally associated with our lodging business, which may reduce our profits or compromise our brand equity, including risks that (1) weakness in residential real estate and demand generally may reduce our profits and could make it more difficult to convince future hotel development partners of the value added by our brands; (2) increases in interest rates, reductions in mortgage availability or the tax benefits of mortgage financing or residential ownership generally, or increases in the costs of residential ownership could prevent potential customers from buying residential products or reduce the prices they are willing to pay; and (3) residential construction may be subject to warranty and liability claims or claims related to purchaser deposits, and the costs of resolving such claims may be significant.

Some hotel openings in our development pipeline and approved projects may be delayed or not result in new hotels, which could adversely affect our growth prospects. We report a significant number of hotels in our development pipeline, including hotels under construction and under signed contracts, as well as hotels approved for development but not yet under contract. The eventual opening of such pipeline hotels and, in particular the approved hotels that are not yet under contract, is subject to numerous risks, including in some cases the owner's or developer's ability to obtain adequate financing or governmental or regulatory approvals. Accordingly, we cannot assure you that all of our development pipeline will result in new hotels entering our system, or that those hotels will open when we anticipate.

If we incur losses on loans or loan guarantees that we have made to third parties, our profits could decline. At times, we make loans for hotel development or renovation expenditures when we enter into or amend management or franchise agreements. From time to time we also provide third-party lenders with financial guarantees for the timely repayment of all or a portion of debt related to hotels that we manage or franchise, generally subject to an obligation that the owner reimburse us for any fundings. We could suffer losses if hotel owners or franchisees default on loans that we provide or fail to reimburse us for loan guarantees that we have funded.

If owners of hotels that we manage or franchise cannot repay or refinance mortgage loans secured by their properties, our revenues and profits could decrease and our business could be harmed. The owners of many of our managed or franchised properties have pledged their hotels as collateral for mortgage loans that they entered into when those properties were purchased or refinanced. If those owners cannot repay or refinance maturing indebtedness on favorable terms or at all, the lenders could declare a default, accelerate the related debt, and repossess the property. Such sales or repossessions could, in some cases, result in the termination of our management or franchise agreements and eliminate our anticipated income and cash flows, which could negatively affect our results of operations.

Technology, Information Protection, and Privacy Risks

A failure to keep pace with developments in technology could impair our operations or competitive position. The lodging industry continues to demand the use of sophisticated technology and systems, including those used for our reservation, revenue management, property management, human resources and payroll systems, our Loyalty Programs, and technologies we make available to our guests and for our associates. These technologies and systems must be refined, updated, and/or replaced with more advanced systems on a regular basis, and our business could suffer if we cannot do that as quickly or effectively as our competitors or within budgeted costs and time frames. We also may not achieve the benefits that we anticipate from any new technology or system, and a failure to do so could result in higher than anticipated costs or could impair our operating results.

An increase in the use of third-party Internet services to book online hotel reservations could adversely impact our business. Some of our hotel rooms are booked through Internet travel intermediaries such as Expedia.com®, Priceline.com®, Booking.com™, Travelocity.com®, and Orbitz.com®, as well as lesser-known online travel service providers. These intermediaries initially focused on leisure travel, but now also provide offerings for corporate travel and group meetings. Although our Best Rate Guarantee programs have helped limit guest preference shift to intermediaries and greatly reduced the ability of intermediaries to undercut the published rates at our hotels, intermediaries continue to use a variety of aggressive online marketing methods to attract guests, including the purchase, by certain companies, of trademarked online keywords such as "Marriott" from Internet search engines such as Google®, Bing®, Yahoo®, and Baidu® to steer guests toward their websites (a practice that has been challenged by various trademark owners in federal court). Although we have successfully limited these practices through contracts with key online intermediaries, the number of intermediaries and related companies that drive traffic to intermediaries' websites is too large to permit us to eliminate this risk entirely. Our business and profitability could be harmed if online intermediaries succeed in significantly shifting loyalties from our lodging brands to their travel services, diverting bookings away from our direct online channels, or through their fees, increase the overall cost of Internet bookings for our hotels. In addition, if we fail to reach satisfactory agreements as our contracts with intermediaries come up for periodic renewal, our hotels might no longer appear on their websites and we could lose business as a result.

We are exposed to risks and costs associated with protecting the integrity and security of company employee and guest data. Our businesses process, use, and transmit large volumes of employee and guest data, including credit card numbers and other personal information in various information systems that we maintain and in systems maintained by third parties, including our owners, franchisees and licensees, as well as our service providers, in areas such as human resources outsourcing, website hosting, and various forms of electronic communications. The integrity and protection of that guest, employee, and company data is critical to our business. If that data is inaccurate or incomplete, we could make faulty decisions.

Our guests and employees also have a high expectation that we, as well as our owners, franchisees, licensees, and service providers, will adequately protect their personal information. The information, security, and privacy requirements imposed by laws and governmental regulation and the requirements of the payment card industry are also increasingly demanding, in the U.S., the European Union, Asia, and other jurisdictions where we operate. Our systems and the systems maintained or used by our owners, franchisees, licensees, and service providers may not be able to satisfy these changing legal and regulatory requirements and employee and guest expectations, or may require significant additional investments or time to do so.

Cyber-attacks could have a disruptive effect on our business. Efforts to hack or breach security measures, failures of systems or software to operate as designed or intended, viruses, "ransomware" or other malware, operator error, or inadvertent releases of data may materially impact our information systems and records and those of our owners, franchisees, licensees, or service providers. Our reliance on computer, Internet-based and mobile systems and communications and the frequency and sophistication of efforts by hackers to gain unauthorized access or prevent authorized access to such systems have greatly increased in recent years. A significant theft, loss, loss of access to, or fraudulent use of guest, employee, or company data could adversely impact our reputation and could result in remedial and other expenses, fines, or litigation. Breaches in the security of our information systems or those of our owners, franchisees, licensees, or service providers or other disruptions in data services could lead to an interruption in the operation of our systems, resulting in operational inefficiencies and a loss of profits. In addition, although we carry cyber/privacy liability insurance that is designed to protect us against certain losses related to cyber risks, that insurance coverage may not be sufficient to cover all losses or all types of claims that may arise in connection with cyber-attacks, security breaches, and other related breaches. Furthermore, in the future such insurance may not be available to us on commercially reasonable terms, or at all.

Changes in privacy and data security laws could increase our operating costs, increase our exposure to fines and litigation, and adversely affect our ability to market our products effectively. We are subject to numerous laws, regulations, and contractual obligations designed to protect personal information, including in the European Union, Asia, and other jurisdictions. Non-U.S. data privacy and data security laws, various U.S. federal and state laws, credit card industry security standards, and other information privacy and security standards are all applicable to us. Compliance with changes in applicable data privacy

laws and regulations and contractual obligations may increase our operating costs, increase our exposure to fines and litigation in the event of alleged non-compliance, and adversely affect our reputation.

Additionally, we rely on a variety of direct marketing techniques, including email marketing, online advertising, and postal mailings. Any further restrictions in laws such as the CANSPAM Act, and various U.S. state laws, or new federal laws on marketing and solicitation or international privacy, e-privacy, and anti-spam laws that govern these activities could adversely affect the continuing effectiveness of email, online advertising, and postal mailing techniques and could force further changes in our marketing strategy. If this occurs, we may not be able to develop adequate alternative marketing strategies, which could impact the amount and timing of our sales of certain products. We also obtain access to potential guests from travel service providers or other companies with whom we have substantial relationships, and we market to some individuals on these lists directly or by including our marketing message in the other company's marketing materials. If access to these lists were to be prohibited or otherwise restricted, our ability to develop new guests and introduce them to our products could be impaired.

Any disruption in the functioning of our reservation systems, as part of our integration of Starwood or otherwise, could adversely affect our performance and results. We manage global reservation systems that communicate reservations to our branded hotels that individuals make directly with us online, through our mobile apps, through our telephone call centers, or through intermediaries like travel agents, Internet travel websites, and other distribution channels. The cost, speed, accuracy and efficiency of our reservation systems are critical aspects of our business and are important considerations for hotel owners when choosing our brands. Our business may suffer if we fail to maintain, upgrade, or prevent disruption to our reservation systems. In addition, the risk of disruption in the functioning of our global reservation systems could increase with the anticipated systems integration that is part of our integration of Starwood. Disruptions in or changes to our reservation systems could result in a disruption to our business and the loss of important data.

Other Risks

Changes in laws and regulations could reduce our profits or increase our costs. We are subject to a wide variety of laws, regulations, and policies in jurisdictions around the world, including those for financial reporting, taxes, healthcare, cybersecurity, privacy, climate change, and the environment. Changes to these laws, regulations, or policies, including those associated with health care, tax or financial reforms, climate change and the environment, could reduce our profits. We also anticipate that many of the jurisdictions where we do business will continue to review taxes and other revenue raising measures, and any resulting changes could impose new restrictions, costs, or prohibitions on our current practices or reduce our profits. In particular, governments may revise tax laws, regulations, or official interpretations in ways that could significantly impact us, and other modifications could reduce the profits that we can effectively realize from our operations or could require costly changes to those operations or the way in which they are structured.

Uncertainties in the interpretation and application of the 2017 Tax Cuts and Jobs Act could materially affect our tax obligations and effective tax rate. On December 22, 2017, the U.S. enacted comprehensive tax legislation, commonly referred to as the 2017 Tax Cuts and Jobs Act (the "2017 Tax Act"), which significantly affected U.S. tax law by changing how the U.S. imposes income tax on multinational corporations. The 2017 Tax Act requires complex computations not previously required by U.S. tax law. As such, the application of accounting guidance for such items is currently uncertain. Further, compliance with the 2017 Tax Act and the accounting for such provisions require preparation and analysis of information not previously required or regularly produced. In addition, the U.S. Department of Treasury has broad authority to issue regulations and interpretative guidance that may significantly impact how we will apply the law and impact our results of operations in future periods. Accordingly, while we have provided a provisional estimate on the effect of the 2017 Tax Act in our Financial Statements, further regulatory or GAAP accounting guidance for the 2017 Tax Act, our further analysis on the application of the law, and refinement of our initial estimates and calculations could materially change our current provisional estimates, which could in turn materially affect our tax obligations and effective tax rate.

If we cannot attract and retain talented associates, our business could suffer. We compete with other companies both within and outside of our industry for talented personnel. If we cannot recruit, train, develop, and retain sufficient numbers of talented associates, we could experience increased associate turnover, decreased guest satisfaction, low morale, inefficiency, or internal control failures. Insufficient numbers of talented associates could also limit our ability to grow and expand our businesses. A shortage of skilled labor could also result in higher wages that would increase our labor costs, which could reduce our profits.

Delaware law and our governing corporate documents contain, and our Board of Directors could implement, anti-takeover provisions that could deter takeover attempts. Under the Delaware business combination statute, a shareholder holding 15 percent or more of our outstanding voting stock could not acquire us without Board of Director consent for at least three years after the date the shareholder first held 15 percent or more of the voting stock. Our governing corporate documents also,

among other things, require supermajority votes for mergers and similar transactions. In addition, our Board of Directors could, without shareholder approval, implement other anti-takeover defenses, such as a shareholder rights plan.

Item 1B. Unresolved Staff Comments.

None.

Item 2. Properties.

We describe our company-operated properties in Part I, Item 1. "Business" earlier in this report, and under the "Properties and Rooms" caption in Part II, Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations." We believe our owned and leased properties are in generally good physical condition with the need for only routine repairs and maintenance and periodic capital improvements. Most of our regional offices, reservation centers, and sales offices, as well as our corporate headquarters, are in leased facilities, both domestically and internationally.

As of December 31, 2017, we owned or leased the following hotel properties:

Properties	Location	Rooms
North American Full-Service		
Owned Hotels		
The St. Regis, New York	New York, NY	238
The Westin Peachtree Plaza, Atlanta	Atlanta, GA	1,073
The Tremont Chicago Hotel at Magnificent Mile	Chicago, IL	135
Le Centre Sheraton Montreal Hotel	Montreal, Canada	825
Sheraton Gateway Hotel in Toronto International Airport	Mississauga, Canada	474
Las Vegas Marriott	Las Vegas, NV	278
Leased Hotels		
W New York – Times Square	New York, NY	509
Renaissance New York Times Square Hotel	New York, NY	317
Anaheim Marriott	Anaheim, CA	1,030
Kaua'i Marriott Resort	Lihue, HI	356
North American Limited-Service		
Owned Hotels		
Courtyard Las Vegas Convention Center	Las Vegas, NV	149
Residence Inn Las Vegas Convention Center	Las Vegas, NV	192
Leased Hotels		
Albuquerque Airport Courtyard	Albuquerque, NM	150
Baltimore BWI Airport Courtyard	Linthicum, MD	149
Baton Rouge Acadian Centre/LSU Area Courtyard	Baton Rouge, LA	149
Chicago O'Hare Courtyard	Des Plaines, IL	180
Des Moines West/Clive Courtyard	Clive, IA	108
Fort Worth University Drive Courtyard	Fort Worth, TX	130
Greensboro Courtyard	Greensboro, NC	149
Indianapolis Airport Courtyard	Indianapolis, IN	151
Irvine John Wayne Airport/Orange County Courtyard	Irvine, CA	153
Louisville East Courtyard	Louisville, KY	151
Mt. Laurel Courtyard	Mt Laurel, NJ	151
Newark Liberty International Airport Courtyard	Newark, NJ	146
Orlando Airport Courtyard	Orlando, FL	149
Orlando International Drive/Convention Center Courtyard	Orlando, FL	151
Sacramento Airport Natomas Courtyard	Sacramento, CA	149
San Diego Sorrento Valley Courtyard	San Diego, CA	149
Spokane Downtown at the Convention Center Courtyard	Spokane, WA	149
St. Louis Downtown West Courtyard	St. Louis, MO	151

Properties	Location	Rooms
Asia Pacific		
Owned Hotels		
The Westin Denarau Island Resort	Nadi, Fiji	246
Sheraton Fiji Resort	Nadi, Fiji	297
Leased Hotels		
The Ritz-Carlton, Tokyo	Tokyo, Japan	250
The St. Regis, Osaka	Osaka, Japan	160
Other International		
Owned Hotels		
Park Tower, A Luxury Collection Hotel, Buenos Aires	Buenos Aires, Argentina	181
Sheraton Buenos Aires Hotel & Convention Center	Buenos Aires, Argentina	740
Sheraton Grand Rio Hotel & Resort	Rio de Janeiro, Brazil	538
Sheraton Lima Hotel & Convention Center	Lima, Peru	431
Sheraton Mexico City Maria Isabel Hotel	Mexico City, Mexico	755
Courtyard by Marriott Toulouse Airport	Toulouse, France	187
Courtyard by Marriott Aberdeen Airport	Aberdeen, UK	194
Courtyard by Marriott Rio de Janeiro Barra da Tijuca	Barra da Tijuca, Brazil	264
Residence Inn Rio de Janeiro Barra da Tijuca	Barra da Tijuca, Brazil	140
Leased Hotels		
Grosvenor House, A JW Marriott Hotel	London, UK	496
The Ritz-Carlton, Berlin	Berlin, Germany	303
W Barcelona	Barcelona, Spain	473
W London – Leicester Square	London, UK	192
Hotel Alfonso XIII	Seville, Spain	148
Hotel Maria Cristina, San Sebastian	San Sebastian, Spain	139
African Pride Crystal Towers Hotel & Spa	Cape Town, South Africa	180
Frankfurt Marriott Hotel	Frankfurt, Germany	587
Berlin Marriott Hotel	Berlin, Germany	379
Leipzig Marriott Hotel	Leipzig, Germany	231
Heidelberg Marriott Hotel	Heidelberg, Germany	248
Sheraton Diana Majestic Hotel, Milan	Milan, Italy	105
Renaissance Düsseldorf Hotel	Düsseldorf, Germany	244
Renaissance Hamburg Hotel	Hamburg, Germany	205
Renaissance Santo Domingo Jaragua Hotel & Casino	Santo Domingo, Dominican Republic	300
African Pride 15 on Orange Hotel	Cape Town, South Africa	129
African Pride Melrose Arch	Johannesburg, South Africa	118
Protea Hotel by Marriott Cape Town Sea Point	Cape Town, South Africa	124
Protea Hotel by Marriott Midrand	Midrand, South Africa	177
Protea Hotel by Marriott Pretoria Centurion	Pretoria, South Africa	177
Protea Hotel by Marriott O R Tambo Airport	Johannesburg, South Africa	213
Protea Hotel by Marriott Roodepoort	Roodepoort, South Africa	79
Protea Hotel Fire & Ice! by Marriott Cape Town	Cape Town, South Africa	201
Protea Hotel Fire & Ice! by Marriott Johannesburg Melrose Arch	Johannesburg, South Africa	197

Item 3. Legal Proceedings.

From time to time, we are subject to legal proceedings and claims in the ordinary course of business, including adjustments proposed during governmental examinations of the various tax returns we file. While management presently believes that the ultimate outcome of these proceedings, individually and in aggregate, will not materially harm our financial position, cash flows, or overall trends in results of operations, legal proceedings are inherently uncertain, and unfavorable rulings could, individually or in aggregate, have a material adverse effect on our business, financial condition, or operating results.

Item 4. Mine Safety Disclosures.

Not applicable.

Executive Officers of the Registrant

See the information under "Executive Officers of the Registrant" in Part III, Item 10 of this report for information about our executive officers, which we incorporate here by reference.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters, and Issuer Purchases of Equity Securities.

Market Information and Dividends

The table below presents the price range of our Class A Common Stock (our "common stock") and the per share cash dividends we declared for each fiscal quarter during the last two years.

	Stock Price		Dividends Declared per Share
	High	Low	
2017 First Quarter	$ 95.42	$ 81.04	$ 0.3000
Second Quarter	110.51	90.00	0.3300
Third Quarter	111.32	96.90	0.3300
Fourth Quarter	137.60	108.31	0.3300

	Stock Price		Dividends Declared per Share
	High	Low	
2016 First Quarter	$ 73.89	$ 56.43	$ 0.2500
Second Quarter	70.75	60.87	0.3000
Third Quarter	73.99	66.09	0.3000
Fourth Quarter	86.15	65.91	0.3000

At February 2, 2018, 357,437,289 shares of our common stock were outstanding and were held by 37,663 shareholders of record. Our common stock trades on the NASDAQ Global Select Market ("NASDAQ") and the Chicago Stock Exchange. The fiscal year-end closing price for our stock was $135.73 on December 29, 2017, and $82.68 on December 30, 2016. All prices are reported on the consolidated transaction reporting system.

Fourth Quarter 2017 Issuer Purchases of Equity Securities

(in millions, except per share amounts)

Period	Total Number of Shares Purchased	Average Price per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs [1]	Maximum Number of Shares That May Yet Be Purchased Under the Plans or Programs [1]
October 1, 2017-October 31, 2017	2.1	$ 115.65	2.1	7.5
November 1, 2017-November 30, 2017	2.0	$ 124.30	2.0	35.5
December 1, 2017-December 31, 2017	3.3	$ 131.20	3.3	32.2

(1) On February 11, 2016, we announced that our Board of Directors increased the authorization to repurchase our common stock by 25 million shares as part of an ongoing share repurchase program. As of September 30, 2017, 9.6 million shares remained available for repurchase under previous Board approved authorizations. On November 9, 2017, we announced that our Board of Directors further increased our common stock repurchase authorization by 30 million shares. At year-end 2017, 32.2 million shares remained available for repurchase under Board approved authorizations. We repurchase shares in the open market and in privately negotiated transactions.

Item 6. Selected Financial Data.

The following table presents a summary of our selected historical financial data derived from our last 10 years of Financial Statements. Because this information is only a summary and does not provide all of the information contained in our Financial Statements, including the related notes, you should read "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our Financial Statements for each year for more detailed information including, among other items, restructuring costs and other charges we incurred in 2016, 2009, and 2008, timeshare strategy-impairment charges we incurred in 2011 and 2009, and our 2011 spin-off of our former timeshare operations and timeshare development business. For 2016, we include Legacy-Starwood results from the Merger Date to year-end 2016.

	Fiscal Year [1]									
($ in millions, except per share data)	**2017**	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**	**2010**	**2009**	**2008**
Income Statement Data:										
Revenues	$22,894	$17,072	$14,486	$13,796	$12,784	$11,814	$12,317	$11,691	$10,908	$12,879
Operating income (loss)	$ 2,359	$ 1,368	$ 1,350	$ 1,159	$ 988	$ 940	$ 526	$ 695	$ (152)	$ 765
Income (loss) from continuing operations attributable to Marriott	$ 1,372	$ 780	$ 859	$ 753	$ 626	$ 571	$ 198	$ 458	$ (346)	$ 359
Discontinued operations	—	—	—	—	—	—	—	—	—	3
Net income (loss) attributable to Marriott	$ 1,372	$ 780	$ 859	$ 753	$ 626	$ 571	$ 198	$ 458	$ (346)	$ 362
Per Share Data:										
Diluted earnings (losses) per share from continuing operations attributable to Marriott shareholders	$ 3.61	$ 2.64	$ 3.15	$ 2.54	$ 2.00	$ 1.72	$ 0.55	$ 1.21	$ (0.97)	$ 0.97
Diluted earnings per share from discontinued operations attributable to Marriott shareholders	—	—	—	—	—	—	—	—	—	0.01
Diluted earnings (losses) per share attributable to Marriott shareholders	$ 3.61	$ 2.64	$ 3.15	$ 2.54	$ 2.00	$ 1.72	$ 0.55	$ 1.21	$ (0.97)	$ 0.98
Cash dividends declared per share	$1.2900	$1.1500	$0.9500	$0.7700	$0.6400	$0.4900	$0.3875	$0.2075	$0.0866	$0.3339
Balance Sheet Data (at year-end):										
Total assets [4]	$23,948	$24,140	$ 6,082	$ 6,833	$ 6,794	$ 6,342	$ 5,910	$ 8,983	$ 7,933	$ 8,903
Long-term debt [4]	7,840	8,197	3,807	3,447	3,147	2,528	1,816	2,691	2,234	2,975
Shareholders' equity (deficit)	3,731	5,357	(3,590)	(2,200)	(1,415)	(1,285)	(781)	1,585	1,142	1,380
Other Data:										
Base management fees	$ 1,102	$ 806	$ 698	$ 672	$ 621	$ 581	$ 602	$ 562	$ 530	$ 635
Franchise fees [5]	1,618	1,169	984	872	697	607	506	441	400	451
Incentive management fees	607	425	319	302	256	232	195	182	154	311
Total fees [5]	$ 3,327	$ 2,400	$ 2,001	$ 1,846	$ 1,574	$ 1,420	$ 1,303	$ 1,185	$ 1,084	$ 1,397
Fee Revenue-Source:										
North America [2][5]	$ 2,420	$ 1,857	$ 1,586	$ 1,439	$ 1,200	$ 1,074	$ 970	$ 878	$ 806	$ 1,038
Total Outside North America [3][5]	907	543	415	407	374	346	333	307	278	359
Total fees [5]	$ 3,327	$ 2,400	$ 2,001	$ 1,846	$ 1,574	$ 1,420	$ 1,303	$ 1,185	$ 1,084	$ 1,397

(1) In 2013, we changed to a calendar year-end reporting cycle. All fiscal years presented before 2013 included 52 weeks, except for 2008 which included 53 weeks.

(2) Represents fee revenue from the U.S. (but not Hawaii before 2011) and Canada.

(3) Represents fee revenue outside of North America, as defined in footnote (2) above.

(4) In 2015, we adopted ASU No. 2015-03, which changes the presentation of debt issuance costs, and ASU No. 2015-17, which changes the classification of deferred taxes. Years before 2014 have not been adjusted for these new accounting standards.

(5) In 2017, we reclassified branding fees for third-party residential sales and credit card licensing to the "Franchise fees" caption from the "Owned, leased, and other revenue" caption on our Income Statements. We reclassified prior period amounts through 2013 to conform to our current presentation. We did not reclassify amounts for years before 2013.

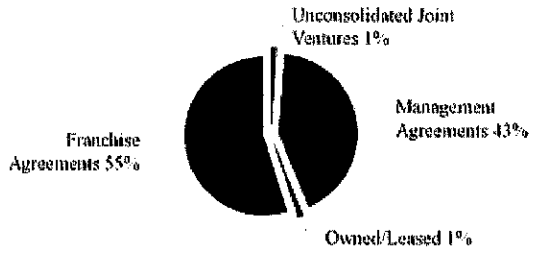
Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

BUSINESS AND OVERVIEW

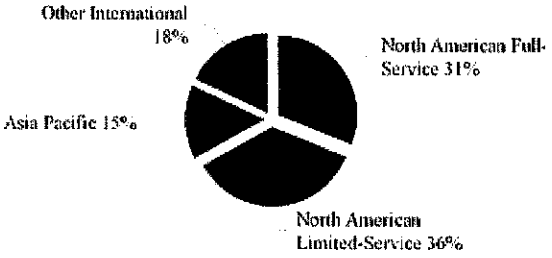
Overview

We are a worldwide operator, franchisor, and licensor of hotel, residential, and timeshare properties in 127 countries and territories under 30 brand names. Under our business model, we typically manage or franchise hotels, rather than own them. We discuss our operations in the following reportable business segments: North American Full-Service, North American Limited-Service, and Asia Pacific. Our Europe, Middle East and Africa, and Caribbean and Latin America operating segments do not individually meet the criteria for separate disclosure as reportable segments.

Rooms by Ownership Type
at year-end 2017



Rooms by Segment
at year-end 2017



We earn base management fees and in many cases incentive management fees from the properties that we manage, and we earn franchise fees on the properties that others operate under franchise agreements with us. In most markets, base management and franchise fees typically consist of a percentage of property-level revenue, or certain property-level revenue in the case of franchise fees, while incentive management fees typically consist of a percentage of net house profit after a specified owner return. In the Middle East and Asia, incentive fees typically consist of a percentage of gross operating profit without adjustment for a specified owner return. Net house profit is calculated as gross operating profit (house profit) less non-controllable expenses such as insurance, real estate taxes, and capital spending reserves.

Our emphasis on long-term management contracts and franchising tends to provide more stable earnings in periods of economic softness, while adding new hotels to our system generates growth, typically with little or no investment by the Company. This strategy has driven substantial growth while minimizing financial leverage and risk in a cyclical industry. In addition, we believe minimizing our capital investments and adopting a strategy of recycling our investments maximizes and maintains our financial flexibility.

We remain focused on doing the things that we do well; that is, selling rooms, taking care of our guests, and making sure we control costs both at company-operated properties and at the corporate level ("above-property"). Our brands remain strong due to our skilled management teams, dedicated associates, superior guest service with an emphasis on guest and associate satisfaction, significant distribution, our Loyalty Programs, multichannel reservation systems, and desirable property amenities. We strive to effectively leverage our size and broad distribution.

We, along with owners and franchisees, continue to invest in our brands by means of new, refreshed, and reinvented properties, new room and public space designs, and enhanced amenities and technology offerings. We address, through various means, hotels in our system that do not meet standards. We continue to enhance the appeal of our proprietary, information-rich, and easy-to-use websites, and of our associated mobile smartphone applications, through functionality and service improvements.

Our profitability, as well as that of owners and franchisees, has benefited from our approach to property-level and above-property productivity. Managed properties in our system continue to maintain very tight cost controls. We also control above-property costs, some of which we allocate to hotels, by remaining focused on systems, processing, and support areas.

Performance Measures

We believe RevPAR, which we calculate by dividing room sales for comparable properties by room nights available for the period, is a meaningful indicator of our performance because it measures the period-over-period change in room revenues for comparable properties. RevPAR may not be comparable to similarly titled measures, such as revenues. We also believe occupancy and average daily rate ("ADR"), which are components of calculating RevPAR, are meaningful indicators of our performance. Occupancy, which we calculate by dividing occupied rooms by total rooms available, measures the utilization of a property's available capacity. ADR, which we calculate by dividing property room revenue by total rooms sold, measures average room price and is useful in assessing pricing levels.

Our RevPAR statistics for 2017, 2016, and 2015, include Legacy-Starwood comparable properties for each of the full years even though Marriott did not own the Legacy-Starwood brands before the Merger Date. Therefore, our RevPAR statistics include Legacy-Starwood properties for periods during which fees from the Legacy-Starwood properties are not included in our Income Statements. We provide these RevPAR statistics as an indicator of the performance of our brands and to allow for comparison to industry metrics, and they should not be viewed as necessarily correlating with our fee revenue. For the properties located in countries that use currencies other than the U.S. dollar, the comparisons to the prior year period are on a constant U.S. dollar basis. We calculate constant dollar statistics by applying exchange rates for the current period to the prior comparable period.

We define our comparable properties as our properties, including those that we acquired through the Starwood Combination, that were open and operating under one of our Legacy-Marriott or Legacy-Starwood brands since the beginning of the last full calendar year (since January 1, 2016 for the current period) and have not, in either the current or previous year: (i) undergone significant room or public space renovations or expansions, (ii) been converted between company-operated and franchised, or (iii) sustained substantial property damage or business interruption. For 2017 compared to 2016, we had 3,883 comparable North American properties and 1,030 comparable International properties. For 2016 compared to 2015, we had 3,698 comparable North American properties (including 483 Legacy-Starwood properties) and 965 comparable International properties (including 506 Legacy-Starwood properties).

We also believe company-operated house profit margin, which is the ratio of property-level gross operating profit to total property-level revenue, is a meaningful indicator of our performance because this ratio measures our overall ability as the operator to produce property-level profits by generating sales and controlling the operating expenses over which we have the most direct control. House profit includes room, food and beverage, and other revenue and the related expenses including payroll and benefits expenses, as well as repairs and maintenance, utility, general and administrative, and sales and marketing expenses. House profit does not include the impact of management fees, furniture, fixtures and equipment replacement reserves, insurance, taxes, or other fixed expenses.

Business Trends

Our 2017 full-year results reflected a year-over-year increase in the number of properties in our system, including those from the Starwood Combination, favorable demand for our brands in many markets around the world, and slow but steady economic growth. Comparable worldwide systemwide RevPAR for 2017 increased 3.1 percent to $115.02, ADR increased 1.2 percent on a constant dollar basis to $157.12, and occupancy increased 1.4 percentage points to 73.2 percent, compared to 2016.

In North America, RevPAR increased in 2017, partially driven by higher demand in Washington, D.C., growth in transient leisure business, and favorable citywide events and group business in the fourth quarter. RevPAR was somewhat enhanced by increased demand in impacted areas following the September hurricanes in Florida and Texas. RevPAR growth was constrained in certain markets by new lodging supply and only moderate GDP growth.

In our Asia Pacific segment in 2017, RevPAR growth was strong in Greater China, reflecting improved performance in key markets, as well as in India and Thailand. Our Europe region experienced higher demand in 2017, led by strong transient business in most countries. In our Middle East and Africa region, demand continued to be impacted by geopolitical instability, political sanctions on Qatar, and lower oil prices, offset by favorable results in South Africa. Growth in the Caribbean and Latin America regions reflected strength in Mexico and improving leisure demand in the Caribbean, but was partially constrained by weak, but improving, economic conditions in many markets in South America. Nine managed and franchised Caribbean hotels remained closed at year-end 2017 due to significant damage from hurricanes in the region, and we anticipate that two to four of these properties will resume operations in 2018.

We monitor market conditions and provide the tools for our hotels to price rooms daily in accordance with individual property demand levels, generally adjusting room rates as demand changes. Our hotels modify the mix of business to improve

revenue as demand changes. For our company-operated properties, we continue to focus on enhancing property-level house profit margins and making productivity improvements.

In 2017 compared to 2016 at comparable properties, worldwide company-operated house profit margins increased by 80 basis points and worldwide company-operated house profit per available room ("HP-PAR") increased by 5.4 percent on a constant U.S. dollar basis, reflecting higher RevPAR, improved productivity, and procurement and synergy savings. North American company-operated house profit margins increased by 40 basis points, and HP-PAR increased by 2.8 percent. International company-operated house profit margins increased by 130 basis points, and HP-PAR increased by 8.9 percent.

In the 2017 fourth quarter, we reached new multi-year agreements to amend our relationships with JP Morgan Chase and American Express for our U.S.-issued, co-brand credit cards associated with our Loyalty Programs. We expect that these agreements will have a favorable impact on our total revenues beginning in 2018.

System Growth and Pipeline

In 2017, we added 473 properties with 76,589 rooms. Approximately 39 percent of the added rooms are located outside North America, and 14 percent are conversions from competitor brands. In 2017, 69 properties (12,952 rooms) exited our system.

Our global pipeline grew to a record 460,000 rooms at year-end 2017, with over half located outside of North America. The pipeline includes hotel rooms under construction and under signed contracts, and nearly 34,000 hotel rooms approved for development but not yet under signed contracts. In 2017, we signed more than 750 management and franchise agreements for new hotels, representing nearly 125,000 rooms. Of those room signings, nearly 80 percent were in the industry's three highest-quality tiers -- luxury, upper upscale, and upscale -- which drive significant revenue per available room and fee revenue. Contracts signed in 2017 also reflected the growing demand for select service hotels worldwide, with a record 578 contracts signed for our classic select and distinctive select brands, of which 420 are for hotels in North America and 158 are for hotels located outside of North America.

In 2018, we expect the number of our open hotel rooms will increase approximately 7 percent gross, while room exits will total 1 to 1.5 percent.

Properties and Rooms

At year-end 2017, we operated, franchised, and licensed the following properties and rooms:

	Managed		Franchised/Licensed		Owned/Leased		Other [1]		Total	
	Properties	Rooms	Properties	Rooms	Properties	Rooms	Properties	Rooms	Properties	Rooms
North American Full-Service	423	187,814	670	195,196	10	5,235	—	—	1,103	388,245
North American Limited-Service	404	63,807	3,211	369,347	20	3,006	31	5,288	3,666	441,448
Asia Pacific	545	163,437	92	25,802	4	953	—	—	641	190,192
Other International	520	121,315	370	72,866	33	9,075	98	12,371	1,021	215,627
Timeshare	—	—	89	22,154	—	—	—	—	89	22,154
Total	1,892	536,373	4,432	685,365	67	18,269	129	17,659	6,520	1,257,666

(1) Other represents unconsolidated equity method investments, which we present in the "Equity in earnings" caption of our Income Statements.

Segment and Brand Statistics

The following brand statistics present RevPAR, occupancy, and ADR for comparable properties 2017, 2017 compared to 2016, 2016, and 2016 compared to 2015, including Legacy-Starwood comparable properties for the full years even though Marriott did not own the Legacy-Starwood brands before the Starwood Combination. Systemwide statistics include data from our franchised properties, in addition to our company-operated properties.

2017 Compared to 2016

Comparable Company-Operated North American Properties

	RevPAR		Occupancy		Average Daily Rate	
	2017	Change vs. 2016	2017	Change vs. 2016	2017	Change vs. 2016
JW Marriott	$ 171.94	2.5 %	76.3%	1.1 % pts.	$ 225.46	1.0 %
The Ritz-Carlton	$ 264.45	4.9 %	74.4%	2.2 % pts.	$ 355.44	1.8 %
W Hotels	$ 244.44	(0.7)%	82.2%	— % pts.	$ 297.52	(0.7)%
Composite North American Luxury [1]	**$ 244.19**	**2.5 %**	**77.5%**	**1.1 % pts.**	**$ 314.90**	**1.0 %**
Marriott Hotels	$ 146.14	2.3 %	76.1%	1.1 % pts.	$ 192.09	0.9 %
Sheraton	$ 150.75	2.4 %	77.3%	0.3 % pts.	$ 195.10	2.0 %
Westin	$ 173.29	1.4 %	77.0%	(0.2)% pts.	$ 224.99	1.6 %
Composite North American Upper Upscale [2]	**$ 149.68**	**2.3 %**	**76.2%**	**0.6 % pts.**	**$ 196.46**	**1.5 %**
North American Full-Service [3]	**$ 166.28**	**2.4 %**	**76.4%**	**0.7 % pts.**	**$ 217.56**	**1.4 %**
Courtyard	$ 103.27	0.6 %	73.0%	— % pts.	$ 141.42	0.7 %
Residence Inn	$ 123.88	2.4 %	79.6%	0.7 % pts.	$ 155.53	1.5 %
Composite North American Limited-Service [4]	**$ 107.99**	**1.4 %**	**75.2%**	**0.2 % pts.**	**$ 143.65**	**1.1 %**
North American - All [5]	**$ 148.40**	**2.2 %**	**76.0%**	**0.5 % pts.**	**$ 195.15**	**1.4 %**

Comparable Systemwide North American Properties

	RevPAR		Occupancy		Average Daily Rate	
	2017	Change vs. 2016	2017	Change vs. 2016	2017	Change vs. 2016
JW Marriott	$ 173.27	3.1 %	76.9%	1.2 % pts.	$ 225.32	1.4 %
The Ritz-Carlton	$ 264.45	4.9 %	74.4%	2.2 % pts.	$ 355.44	1.8 %
W Hotels	$ 244.44	(0.7)%	82.2%	— % pts.	$ 297.52	(0.7)%
Composite North American Luxury [1]	**$ 232.19**	**2.8 %**	**77.3%**	**1.2 % pts.**	**$ 300.34**	**1.2 %**
Marriott Hotels	$ 126.00	1.8 %	72.6%	0.4 % pts.	$ 173.49	1.2 %
Sheraton	$ 115.99	1.5 %	73.2%	0.1 % pts.	$ 158.50	1.4 %
Westin	$ 159.00	1.8 %	76.5%	(0.2)% pts.	$ 207.74	2.0 %
Composite North American Upper Upscale [2]	**$ 131.11**	**2.0 %**	**73.7%**	**0.3 % pts.**	**$ 177.87**	**1.5 %**
North American Full-Service [3]	**$ 141.70**	**2.1 %**	**74.1%**	**0.4 % pts.**	**$ 191.25**	**1.6 %**
Courtyard	$ 102.15	1.4 %	73.3%	0.6 % pts.	$ 139.45	0.6 %
Residence Inn	$ 116.11	1.7 %	79.3%	0.3 % pts.	$ 146.47	1.3 %
Fairfield Inn & Suites	$ 80.86	3.1 %	71.5%	1.6 % pts.	$ 113.15	0.9 %
Composite North American Limited-Service [4]	**$ 98.29**	**2.0 %**	**74.6%**	**0.7 % pts.**	**$ 131.74**	**1.0 %**
North American - All [5]	**$ 117.56**	**2.1 %**	**74.4%**	**0.6 % pts.**	**$ 158.05**	**1.3 %**

(1) Includes JW Marriott, The Ritz-Carlton, W Hotels, The Luxury Collection, St. Regis, and EDITION.

(2) Includes Marriott Hotels, Sheraton, Westin, Renaissance, Autograph Collection, Delta Hotels, Gaylord Hotels, Le Méridien, and Tribute Portfolio.

(3) Includes Composite North American Luxury and Composite North American Upper Upscale.

(4) Includes Courtyard, Residence Inn, Fairfield Inn & Suites, SpringHill Suites, Four Points, TownePlace Suites, and AC Hotels by Marriott. Systemwide also includes Aloft and Element.

(5) Includes North American Full-Service and Composite North American Limited-Service.

Comparable Company-Operated International Properties

	RevPAR		Occupancy		Average Daily Rate	
	2017	Change vs. 2016	2017	Change vs. 2016	2017	Change vs. 2016
Greater China	$ 90.26	8.4%	71.5%	6.0% pts.	$ 126.33	(0.7)%
Rest of Asia Pacific	$ 119.10	6.1%	75.4%	3.1% pts.	$ 158.02	1.6 %
Asia Pacific	**$ 100.39**	**7.4%**	**72.8%**	**5.0% pts.**	**$ 137.85**	**0.1 %**
Caribbean & Latin America	$ 130.48	3.9%	66.5%	2.6% pts.	$ 196.31	(0.2)%
Europe	$ 138.70	6.9%	73.5%	2.0% pts.	$ 188.69	3.9 %
Middle East & Africa	$ 106.33	1.9%	65.7%	1.5% pts.	$ 161.95	(0.5)%
International - All [1]	**$ 113.32**	**6.0%**	**71.2%**	**3.5% pts.**	**$ 159.14**	**0.8 %**
Worldwide [2]	**$ 131.14**	**3.8%**	**73.7%**	**2.0% pts.**	**$ 178.02**	**1.0 %**

Comparable Systemwide International Properties

	RevPAR		Occupancy		Average Daily Rate	
	2017	Change vs. 2016	2017	Change vs. 2016	2017	Change vs. 2016
Greater China	$ 90.37	8.5%	70.9%	6.0% pts.	$ 127.47	(0.7)%
Rest of Asia Pacific	$ 118.36	5.1%	74.8%	2.5% pts.	$ 158.21	1.6 %
Asia Pacific	**$ 102.27**	**6.8%**	**72.6%**	**4.5% pts.**	**$ 140.94**	**0.2 %**
Caribbean & Latin America	$ 104.10	4.0%	64.3%	2.1% pts.	$ 161.91	0.6 %
Europe	$ 123.44	7.2%	71.9%	2.7% pts.	$ 171.72	3.2 %
Middle East & Africa	$ 101.98	2.0%	65.4%	1.5% pts.	$ 155.90	(0.4)%
International - All [1]	**$ 108.78**	**5.9%**	**70.3%**	**3.2% pts.**	**$ 154.71**	**1.1 %**
Worldwide [2]	**$ 115.02**	**3.1%**	**73.2%**	**1.4% pts.**	**$ 157.12**	**1.2 %**

(1) Includes Caribbean & Latin America, Europe, Middle East & Africa, and Asia Pacific.

(2) Includes North American - All and International - All.

2016 Compared to 2015

Comparable Company-Operated North American Properties

	RevPAR		Occupancy		Average Daily Rate	
	2016	Change vs. 2015	2016	Change vs. 2015	2016	Change vs. 2015
JW Marriott	$ 187.02	4.0 %	76.8%	2.2 % pts.	$ 243.57	1.1 %
The Ritz-Carlton	$ 252.40	3.6 %	71.9%	1.0 % pts.	$ 350.99	2.2 %
W Hotels	$ 239.94	(2.2)%	81.7%	0.2 % pts.	$ 293.82	(2.5)%
Composite North American Luxury [1]	**$ 242.10**	**2.8 %**	**76.3%**	**1.4 % pts.**	**$ 317.13**	**0.9 %**
Marriott Hotels	$ 144.94	2.4 %	75.4%	0.7 % pts.	$ 192.23	1.4 %
Sheraton	$ 149.49	2.1 %	76.5%	(0.5)% pts.	$ 195.40	2.7 %
Westin	$ 167.21	0.9 %	77.4%	(0.6)% pts.	$ 216.07	1.7 %
Composite North American Upper Upscale [2]	**$ 149.92**	**2.3 %**	**76.1%**	**0.3 % pts.**	**$ 196.98**	**1.8 %**
North American Full-Service [3]	**$ 166.97**	**2.4 %**	**76.2%**	**0.5 % pts.**	**$ 219.25**	**1.7 %**
Courtyard	$ 103.65	2.2 %	73.1%	0.3 % pts.	$ 141.83	1.7 %
Residence Inn	$ 118.14	3.8 %	79.0%	0.6 % pts.	$ 149.56	3.0 %
Composite North American Limited-Service [4]	**$ 106.20**	**2.8 %**	**75.0%**	**0.5 % pts.**	**$ 141.68**	**2.1 %**
North American - All [5]	**$ 147.48**	**2.5 %**	**75.8%**	**0.5 % pts.**	**$ 194.64**	**1.8 %**

Comparable Systemwide North American Properties

	RevPAR		Occupancy		Average Daily Rate	
	2016	Change vs. 2015	2016	Change vs. 2015	2016	Change vs. 2015
JW Marriott	$ 178.91	3.5 %	76.0%	1.3 % pts.	$ 235.47	1.8 %
The Ritz-Carlton	$ 252.40	3.6 %	71.9%	1.0 % pts.	$ 350.99	2.2 %
W Hotels	$ 239.94	(2.2)%	81.7%	0.2 % pts.	$ 293.82	(2.5)%
Composite North American Luxury [1]	**$ 231.99**	**2.8 %**	**76.0%**	**1.2 % pts.**	**$ 305.36**	**1.2 %**
Marriott Hotels	$ 124.39	2.0 %	72.4%	0.3 % pts.	$ 171.92	1.5 %
Sheraton	$ 115.58	2.4 %	73.3%	0.3 % pts.	$ 157.73	2.0 %
Westin	$ 152.94	2.4 %	76.9%	0.1 % pts.	$ 198.98	2.3 %
Composite North American Upper Upscale [2]	**$ 130.44**	**2.5 %**	**73.9%**	**0.4 % pts.**	**$ 176.52**	**1.9 %**
North American Full-Service [3]	**$ 141.11**	**2.6 %**	**74.1%**	**0.5 % pts.**	**$ 190.41**	**1.9 %**
Courtyard	$ 101.49	1.9 %	72.9%	— % pts.	$ 139.24	1.9 %
Residence Inn	$ 112.78	2.4 %	79.0%	(0.1)% pts.	$ 142.78	2.6 %
Fairfield Inn & Suites	$ 77.96	1.2 %	70.1%	(0.5)% pts.	$ 111.20	1.9 %
Composite North American Limited-Service [4]	**$ 96.62**	**2.0 %**	**74.2%**	**— % pts.**	**$ 130.15**	**2.0 %**
North American - All [5]	**$ 116.47**	**2.3 %**	**74.2%**	**0.2 % pts.**	**$ 157.00**	**2.0 %**

(1) Includes JW Marriott, The Ritz-Carlton, W Hotels, The Luxury Collection, St. Regis, and EDITION.

(2) Includes Marriott Hotels, Sheraton, Westin, Renaissance, Autograph Collection, Gaylord Hotels, Le Méridien, and Tribute Portfolio.

(3) Includes Composite North American Luxury and Composite North American Upper Upscale.

(4) Includes Courtyard, Residence Inn, Fairfield Inn & Suites, SpringHill Suites, and TownePlace Suites. Systemwide also includes Four Points, Aloft, and Element.

(5) Includes North American Full-Service and Composite North American Limited-Service.

Comparable Company-Operated International Properties

	RevPAR		Occupancy		Average Daily Rate	
	2016	Change vs. 2015	2016	Change vs. 2015	2016	Change vs. 2015
Greater China	$ 89.17	0.4 %	67.5%	3.7 % pts.	$ 132.16	(5.1)%
Rest of Asia Pacific	$ 112.69	3.7 %	75.2%	3.0 % pts.	$ 149.80	(0.5)%
Asia Pacific	**$ 97.08**	**1.6 %**	**70.1%**	**3.4 % pts.**	**$ 138.52**	**(3.4)%**
Caribbean & Latin America	$ 139.69	0.4 %	65.3%	(0.9)% pts.	$ 213.99	1.8 %
Europe	$ 124.87	0.8 %	71.8%	(0.5)% pts.	$ 173.84	1.5 %
Middle East & Africa	$ 106.49	(3.8)%	64.6%	0.6 % pts.	$ 164.90	(4.8)%
International - All [1]	**$ 109.05**	**0.3 %**	**69.2%**	**1.6 % pts.**	**$ 157.69**	**(2.1)%**
Worldwide [2]	**$ 128.37**	**1.6 %**	**72.5%**	**1.1 % pts.**	**$ 177.11**	**0.1 %**

Comparable Systemwide International Properties

	RevPAR		Occupancy		Average Daily Rate	
	2016	Change vs. 2015	2016	Change vs. 2015	2016	Change vs. 2015
Greater China	$ 89.33	0.2 %	67.2%	3.5% pts.	$ 132.92	(5.1)%
Rest of Asia Pacific	$ 114.07	4.0 %	74.4%	2.4% pts.	$ 153.35	0.7 %
Asia Pacific	**$ 99.50**	**2.0 %**	**70.2%**	**3.1% pts.**	**$ 141.82**	**(2.5)%**
Caribbean & Latin America	$ 116.98	(0.4)%	63.5%	—% pts.	$ 184.29	(0.3)%
Europe	$ 114.62	1.4 %	70.6%	0.1% pts.	$ 162.34	1.3 %
Middle East & Africa	$ 102.09	(3.5)%	64.2%	0.4% pts.	$ 159.12	(4.1)%
International - All [1]	**$ 106.39**	**0.7 %**	**68.5%**	**1.4% pts.**	**$ 155.31**	**(1.5)%**
Worldwide [2]	**$ 113.50**	**1.8 %**	**72.5%**	**0.6% pts.**	**$ 156.53**	**1.0 %**

(1) Includes Caribbean & Latin America, Europe, Middle East & Africa, and Asia Pacific.

(2) Includes North American - All and International - All.

CONSOLIDATED RESULTS

The following discussion presents an analysis of our consolidated results of operations for 2017, 2016, and 2015. In accordance with GAAP, our Income Statements include Legacy-Starwood's results of operations from the Merger Date. All references to the effect of Legacy-Starwood operations on our 2017 results refer to the incremental amounts contributed by Legacy-Starwood operations in 2017 over the effect of Legacy-Starwood operations on our results for the period from the Merger Date through December 31, 2016. All references to the effect of the Starwood Combination on our 2016 results refer to the amounts contributed by Legacy-Starwood operations from the Merger Date through December 31, 2016.

Our 2017 results were favorably impacted by the non-recurring gain on the disposition of our ownership interest in Avendra, discussed in Footnote 3 "Acquisitions and Dispositions." We committed to the owners of the hotels in our system that the benefits derived from Avendra, including any dividends or sale proceeds above our original investment, would be used for the benefit of the hotels in our system. Accordingly, we intend to utilize the net proceeds for the benefit of our system of hotels and are currently developing those plans. Spending under those plans will be expensed in our Income Statements and reduce our profitability in future periods.

Fee Revenues

($ in millions)	2017	2016	2015	Change 2017 vs. 2016		Change 2016 vs. 2015	
Base management fees	$ 1,102	$ 806	$ 698	$ 296	37%	$ 108	15%
Franchise fees	1,618	1,169	984	449	38%	185	19%
Incentive management fees	607	425	319	182	43%	106	33%
	$ 3,327	$ 2,400	$ 2,001	$ 927	39%	$ 399	20%

2017 Compared to 2016

The $296 million increase in base management fees primarily reflected $273 million of higher Legacy-Starwood fees, $18 million from stronger sales at Legacy-Marriott comparable properties primarily driven by RevPAR growth, and $14 million from Legacy-Marriott unit growth, partially offset by $6 million of lower fees from Legacy-Marriott properties that converted from managed to franchised and $4 million from Legacy-Marriott net unfavorable exchange rates.

The $449 million increase in franchise fees primarily reflected $346 million of higher Legacy-Starwood fees, $54 million from Legacy-Marriott unit growth, $18 million from Legacy-Marriott RevPAR growth, $14 million of higher Legacy-Marriott branding fees, $11 million of higher Legacy-Marriott relicensing fees, and $7 million of higher fees from Legacy-Marriott properties that converted from managed to franchised.

The $182 million increase in incentive management fees primarily reflected $159 million of higher Legacy-Starwood fees and $22 million from higher net house profits at Legacy-Marriott managed hotels.

In 2017, we earned incentive management fees from 71 percent of our managed properties. In North America, we earned incentive management fees from 60 percent of our managed properties. Outside North America, we earned incentive management fees from 80 percent of our managed properties, representing 62 percent of our total incentive management fees in 2017 from managed properties.

2016 Compared to 2015

The $108 million increase in base management fees was driven by $103 million from the Starwood Combination and the following Legacy-Marriott drivers: the impact of stronger sales at existing properties ($22 million) and unit growth across our system ($15 million), partially offset by the impact of unfavorable foreign exchange rates ($15 million), lower deferred fee recognition ($11 million), and lower fees from properties that converted from managed to franchised ($8 million).

The $185 million increase in franchise fees was driven by $98 million from the Starwood Combination and the following Legacy-Marriott drivers: the impact of unit growth across our system ($48 million), higher branding fees ($39 million), stronger sales at existing properties ($16 million), and higher fees from properties that converted from managed to franchised ($11 million), partially offset by lower relicensing fees ($22 million) and the impact of unfavorable foreign exchange rates ($7 million).

The $106 million increase in incentive management fees was driven by $72 million from the Starwood Combination and the following Legacy-Marriott drivers: higher net house profit and unit growth, higher incentive fees earned from a few limited-service portfolios ($10 million), and higher deferred fee recognition ($8 million), partially offset by the impact of unfavorable foreign exchange rates ($7 million).

In 2016, 69 percent of our Legacy-Marriott managed properties paid incentive management fees to us versus 68 percent in 2015. In North America, 65 percent of Legacy-Marriott managed properties paid incentive management fees in 2016 compared to 63 percent in 2015. Outside North America, 74 percent of Legacy-Marriott managed properties paid incentive management fees in both 2016 and 2015, representing 48 percent of our total incentive management fees in 2016 from Legacy-Marriott managed properties compared to 51 percent of our total incentive management fees in 2015.

Owned, Leased, and Other

($ in millions)	2017	2016	2015	Change 2017 vs. 2016		Change 2016 vs. 2015	
Owned, leased, and other revenue	$ 1,802	$ 1,126	$ 855	$ 676	60%	$ 271	32%
Owned, leased, and other - direct expense	1,427	900	733	527	59%	167	23%
	$ 375	$ 226	$ 122	$ 149	66%	$ 104	85%

2017 Compared to 2016

Owned, leased, and other revenue, net of direct expenses increased by $149 million, primarily due to $160 million of higher Legacy-Starwood owned and leased profits, partially offset by $7 million of net lower Legacy-Marriott owned and leased profits, primarily driven by lower RevPAR in Brazil and properties under renovation.

2016 Compared to 2015

Owned, leased, and other revenue, net of direct expenses increased by $104 million, driven by $78 million from the Starwood Combination and the following Legacy-Marriott changes: $17 million of net stronger performance at several properties following renovations, $15 million overall favorable results across our segments, and $4 million of lower pre-opening costs, partially offset by $10 million of lower profits from properties that converted from owned to managed.

Cost Reimbursements

($ in millions)	2017	2016	2015	Change 2017 vs. 2016		Change 2016 vs. 2015	
Cost reimbursements revenue	$ 17,765	$ 13,546	$ 11,630	$ 4,219	31%	$ 1,916	16%
Reimbursed costs	17,765	13,546	11,630	4,219	31%	1,916	16%

Cost reimbursements revenue represents reimbursements of costs incurred on behalf of managed and franchised properties and relates, predominantly, to payroll costs at managed properties where we are the employer but also includes reimbursements for other costs, such as those associated with our Loyalty Programs, reservations, and marketing programs. As we record cost reimbursements based upon costs incurred with no added markup, this revenue and related expense has no impact on either our operating or net income.

2017 Compared to 2016

The $4,219 million increase in cost reimbursements revenue and reimbursed costs primarily reflected higher Legacy-Starwood reimbursements, Loyalty Program activity, and growth across our system.

2016 Compared to 2015

The $1,916 million increase in cost reimbursements revenue and reimbursed costs primarily reflected $1,348 million from the Starwood Combination and the following Legacy-Marriott drivers: higher property occupancies, unit growth across our system, and growth in the Marriott Rewards program membership and activity.

Other Operating Expenses

($ in millions)	2017	2016	2015	Change 2017 vs. 2016		Change 2016 vs. 2015	
Depreciation, amortization, and other	$ 290	$ 168	$ 139	$ 122	73 %	$ 29	21%
General, administrative, and other	894	704	634	190	27 %	70	11%
Merger-related costs and charges	159	386	—	(227)	(59)%	386	nm

nm means percentage change is not meaningful.

2017 Compared to 2016

Depreciation, amortization, and other expenses increased by $122 million, primarily reflecting higher depreciation and amortization on Legacy-Starwood assets and $6 million higher write-offs of deferred contract acquisition costs.

General, administrative, and other expenses increased by $190 million, primarily due to the Starwood Combination, $14 million of higher litigation expenses, $13 million of higher development expenses, $10 million of higher compensation expenses, and $10 million from net unfavorable foreign exchange rates.

Merger-related costs and charges decreased by $227 million. For more information, see Footnote 4 "Merger-Related Costs and Charges."

2016 Compared to 2015

Depreciation, amortization, and other expenses increased by $29 million driven by $43 million from the Starwood Combination, partially offset by a decrease of $14 million from Legacy-Marriott operations which primarily reflected a favorable variance to 2015 impairment charges.

General, administrative, and other expenses increased by $70 million, primarily due to $79 million from the Starwood Combination, partially offset by a net decrease of $9 million in Legacy-Marriott expenses. The decrease primarily reflected $15 million in lower reserves for guarantee funding and $9 million in lower foreign exchange losses, partially offset by $15 million of higher administrative costs to grow our brands globally, $4 million of higher bad debt reserves, and $3 million net unfavorable impact to our legal expenses associated with 2015 litigation resolutions.

Merger-related costs and charges increased by $386 million. For more information, see Footnote 4 "Merger-Related Costs and Charges."

Non-Operating Income (Expense)

($ in millions)	2017	2016	2015	Change 2017 vs. 2016		Change 2016 vs. 2015	
Gains and other income, net	$ 688	$ 5	$ 27	$ 683	13,660%	$ (22)	(81)%
Interest expense	(288)	(234)	(167)	54	23%	67	40 %
Interest income	38	35	29	3	9%	6	21 %
Equity in earnings	39	10	16	29	290%	(6)	(38)%

2017 Compared to 2016

Gains and other income, net increased by $683 million, primarily due to the disposition of our ownership interest in Avendra and the gain on the sale of a North American Full-Service property in the 2017 second quarter. See the "Dispositions" caption of Footnote 3 "Acquisitions and Dispositions" for more information.

Interest expense increased by $54 million, primarily due to an increase in debt as a result of the Starwood Combination and higher commercial paper borrowings, partially offset by $18 million of lower interest due to the maturities of Series H and I Notes and a $13 million favorable variance to the bridge term loan facility commitment costs that we incurred in 2016.

Interest income increased by $3 million, primarily due to issuances of new loans, partially offset by $7 million lower interest income on a repaid loan.

Equity in earnings increased by $29 million, primarily due to higher earnings by Legacy-Starwood investees.

2016 Compared to 2015

Gains and other income, net decreased by $22 million, primarily due to the net Legacy-Marriott gain that we recorded in 2015.

Interest expense increased by $67 million, primarily due to a net increase in Senior Notes interest expense ($18 million), an increase in debt as a result of the Starwood Combination ($15 million), the amortization of costs for a bridge term loan facility commitment that we obtained in the 2016 first quarter ($13 million), net lower capitalized interest primarily due to the completion of The New York (Madison Square Park) EDITION in 2015 ($9 million), and higher interest rates on commercial paper borrowings ($7 million).

Interest income increased by $6 million, primarily driven by higher Legacy-Marriott interest income on a loan that we provided to an owner in conjunction with entering into a franchise agreement for a North American Limited-Service property in the 2015 fourth quarter ($8 million), partially offset by lower Legacy-Marriott interest income on two repaid loans ($6 million).

Equity in earnings decreased by $6 million, primarily reflecting a net unfavorable variance to three Legacy-Marriott adjustments recorded in 2015, partially offset by $5 million from the Starwood Combination.

Income Taxes

On December 22, 2017, the U.S. government enacted the 2017 Tax Act, which significantly changes how the U.S. taxes corporations. The 2017 Tax Act requires complex computations that were not previously required by U.S. tax law, significant judgments in interpretation of the provisions of the 2017 Tax Act and significant estimates in calculations, and preparation and analysis of information not previously relevant or regularly produced. The U.S. Treasury Department, the IRS, and other standard-setting bodies could interpret or issue guidance on how provisions of the 2017 Tax Act will be applied or otherwise administered that differs from our interpretation. See Footnote 7 "Income Taxes" for further information on the impact of the 2017 Tax Act on our 2017 results.

As discussed below and in Footnote 7 "Income Taxes," our accounting for the 2017 Tax Act is not yet complete as we continue to refine our calculations, collect necessary information, and monitor developing interpretations. As we complete our analysis of the 2017 Tax Act, collect and prepare necessary data, and interpret any additional regulatory or accounting guidance, we may make adjustments to the provisional amounts we have recorded during a measurement period of up to one year from the enactment of the 2017 Tax Act that could materially impact our provision for income taxes in the periods in which we make such adjustments. Although we are not yet able to quantify all impacts of the 2017 Tax Act on our 2018 and future results, we believe that the overall impact of the 2017 Tax Act on our future financial results will be positive. We discuss the provisional impact on our 2017 results and the potential impact on our future results further in the paragraphs below.

Reduction of U.S. federal corporate tax rate. The 2017 Tax Act reduced the U.S. federal corporate tax rate from 35 percent to 21 percent, effective January 1, 2018. In 2017, we recorded a provisional estimated net tax benefit of $159 million from remeasurement of our year-end deferred tax assets and liabilities to reflect the lower rate at which we expect they will be realized in the future. While we have made a reasonable estimate of the impact of the corporate tax rate reduction, that estimate could change as we complete our analyses of all impacts of the 2017 Tax Act, including, but not limited to, our calculation of deemed repatriation of deferred foreign income and the state tax effect of adjustments made to federal temporary differences.

Deemed Repatriation Transition Tax. The Deemed Repatriation Transition Tax ("Transition Tax") is a new tax on previously untaxed earnings and profits ("E&P") of certain of our foreign subsidiaries accumulated post-1986 through year-end 2017. In addition to U.S. federal income taxes, deemed repatriation of such E&P under the 2017 Tax Act may result in additional state income taxes in some of the U.S. states in which we operate. We recorded a provisional estimated Transition Tax expense of $745 million in 2017. We are continuing to gather additional information to more precisely compute the amount of the Transition Tax, and our estimate could change when we finalize all necessary calculations.

We estimate that cash payments for the Transition Tax will total $600 million, which is lower than our provisional estimated Transition Tax expense due to our ability to utilize tax credits that we have carried over from prior years and other adjustments. The federal portion of the Transition Tax is payable over eight years, and we estimate that we will pay $578 million as follows: 8 percent in each of the years from 2018 to 2022, 15 percent in 2023, 20 percent in 2024, and 25 percent in 2025. Our estimate includes payment of an additional $22 million in state income taxes in 2018 as a result of the 2017 Tax Act. These amounts could change when we finalize our analysis of the taxability of the E&P in the states in which we operate.

State net operating losses and valuation allowances. We must assess whether various aspects of the 2017 Tax Act affect our state net operating loss valuation allowances. As discussed above, we have recorded provisional estimates of state income taxes for certain portions of the 2017 Tax Act, but we have not completed our analysis for the states where we have net operating loss carryovers and valuation allowances. Because we have not yet completed our determination of the need for, or any change in, any valuation allowance, we have not recorded any change to our valuation allowances as a result of the 2017 Tax Act.

Other provisions. We continue to evaluate other provisions in the 2017 Tax Act, including: (1) the creation of the base erosion anti-abuse tax ("BEAT"), a new minimum tax; (2) elimination of U.S. federal income taxes on dividends from foreign subsidiaries; (3) a new provision designed to tax global intangible low-taxed income ("GILTI"); (4) limitations on the deductibility of certain executive compensation; and (5) limitations on the use of foreign tax credits to reduce the U.S. income tax liability. Because we have not yet completed our analysis of these provisions, we do not have a reasonable estimate of their potential impact, if any, on our future results.

The impact of the 2017 Tax Act, and other changes affecting our provision for income taxes, are discussed below.

($ in millions)	2017	2016	2015	Change 2017 vs. 2016		Change 2016 vs. 2015	
Provision for income taxes	$ (1,464)	$ (404)	$ (396)	$ 1,060	262%	$ 8	2%

2017 Compared to 2016

Provision for income taxes increased by $1,060 million, primarily due to the 2017 Tax Act ($586 million), the gain on the sale of our interest in Avendra ($259 million), higher earnings due to the inclusion of Legacy-Starwood operations for the full year 2017 ($244 million), lower merger-related costs ($86 million), an unfavorable comparison to the 2016 release of a valuation allowance ($15 million), the gain on the disposition of a North American Full-Service property ($9 million), and a change in judgment regarding the realizability of certain deferred tax assets in certain states and foreign jurisdictions ($7 million). The increase was partially offset by tax benefits from the adoption of ASU 2016-09 ($72 million), tax law changes in non-U.S. jurisdictions ($22 million), change in the jurisdictional mix of earnings ($26 million), the reversal of tax reserves related to interest accrued for previous periods ($15 million), and adjustments resulting from finalizing prior years' returns ($10 million).

2016 Compared to 2015

Provision for income taxes increased by $8 million, driven by $4 million from the Starwood Combination and the following Legacy-Marriott drivers: tax rate changes in several jurisdictions ($12 million), higher earnings from foreign operations ($6 million), and an unfavorable comparison to 2015 U.S. and foreign true-ups ($5 million), partially offset by lower U.S. earnings due to merger-related expenses ($11 million) and the release of a valuation allowance ($8 million).

BUSINESS SEGMENTS

The following discussion presents an analysis of the results of operations of our reportable business segments: North American Full-Service, North American Limited-Service, and Asia Pacific. In the 2017 first quarter, our Asia Pacific operating segment met the applicable accounting criteria to be a reportable segment. Our Europe, Middle East and Africa, and Caribbean and Latin America operating segments do not individually meet the criteria for separate disclosure as reportable segments, and accordingly we have not included those operations in this discussion of our Business Segments. See Footnote 18 "Business Segments" to our Financial Statements for other information about each segment, including revenues and a reconciliation of segment profits to net income.

Our 2016 results in this section do not include any Legacy-Starwood results for the period between the Merger Date and the end of the 2016 third quarter, as we did not allocate any Legacy-Starwood results to our segments for the eight days ended September 30, 2016.

North American Full-Service

($ in millions)	2017	2016	2015	Change 2017 vs. 2016		Change 2016 vs. 2015	
Segment revenues	$ 14,300	$ 10,376	$ 8,825	$ 3,924	38%	$ 1,551	18%
Segment profits	$ 1,182	$ 777	$ 561	$ 405	52%	$ 216	39%

2017 Compared to 2016

In 2017, across our North American Full-Service segment, we added 55 properties (13,056 rooms) and 12 properties (2,912 rooms) left our system.

North American Full-Service segment profits increased by $405 million, primarily due to the following:

- $305 million of higher base management and franchise fees, primarily reflecting $297 million of higher Legacy-Starwood fees, $14 million from Legacy-Marriott unit growth, and $8 million of stronger RevPAR at Legacy-Marriott hotels, partially offset by $17 million of lower Legacy-Marriott residential branding fees;
- $45 million of higher incentive management fees, primarily driven by $31 million of higher Legacy-Starwood fees and higher net house profits at Legacy-Marriott managed hotels;
- $61 million of higher owned, leased, and other revenue, net of direct expenses, primarily reflecting $63 million of higher Legacy-Starwood owned and leased profits;
- $44 million of higher depreciation, amortization, and other expenses, primarily reflecting higher depreciation and amortization on Legacy-Starwood assets;
- $22 million of higher gains and other income, net, primarily due to the gain on the sale of a North American Full-Service hotel in the 2017 second quarter; and
- $16 million of higher equity in earnings, primarily due to higher earnings by Legacy-Starwood investees.

Cost reimbursements revenue and expenses for our North American Full-Service segment properties totaled $12,391 million in 2017, compared to $9,126 million in 2016.

2016 Compared to 2015

In 2016, across our North American Full-Service segment we added 424 properties (154,521 rooms), including 398 properties (147,623 rooms) from the Starwood Combination on the Merger Date, and two properties (213 rooms) left our system.

North American Full-Service segment profits increased by $216 million, reflecting $110 million from the Starwood Combination and $106 million of higher Legacy-Marriott profits, primarily due to the following:

- $58 million of higher Legacy-Marriott base management and franchise fees, primarily reflecting $30 million of stronger RevPAR and unit growth and $21 million of higher branding fees;
- $17 million of higher Legacy-Marriott incentive management fees, primarily driven by higher net house profits at managed hotels;

- $19 million of higher Legacy-Marriott owned, leased, and other revenue, net of direct expenses, primarily reflecting $10 million of favorable operating results at several properties and $6 million of lower pre-opening costs; and
- $11 million of lower Legacy-Marriott general, administrative, and other expenses, primarily due to $6 million of lower reserves for guarantee funding and $5 million of lower administrative costs.

Cost reimbursements revenue and expenses for our Legacy-Marriott North American Full-Service segment properties totaled $8,161 million in 2016, compared to $7,911 million in 2015.

North American Limited-Service

($ in millions)	2017	2016	2015	Change 2017 vs. 2016		Change 2016 vs. 2015	
Segment revenues	$ 4,002	$ 3,561	$ 3,193	$ 441	12%	$ 368	12%
Segment profits	$ 816	$ 698	$ 651	$ 118	17%	$ 47	7%

2017 Compared to 2016

In 2017, across our North American Limited-Service segment we added 270 properties (33,128 rooms) and 26 properties (2,875 rooms) left our system.

North American Limited-Service segment profits increased by $118 million, primarily due to the following:

- $118 million of higher base management and franchise fees, primarily reflecting $51 million of higher Legacy-Starwood fees, $42 million from Legacy-Marriott unit growth, $13 million of higher Legacy-Marriott relicensing fees, and $11 million of stronger RevPAR at Legacy-Marriott hotels;
- $6 million of lower incentive management fees, primarily driven by softer performance and a change in the specified owner return at a Legacy-Marriott portfolio of managed hotels; and
- $5 million of higher owned, leased, and other revenue, net of direct expenses, primarily reflecting higher Global Design profits and higher Legacy-Marriott termination fees.

Cost reimbursements revenue and expenses for our North American Limited-Service segment properties totaled $3,004 million in 2017, compared to $2,688 million in 2016.

2016 Compared to 2015

In 2016, across our North American Limited-Service segment we added 451 properties (60,637 rooms), including 226 properties (34,294 rooms) from the Starwood Combination on the Merger Date, and 8 properties (880 rooms) left our system.

North American Limited-Service segment profits increased by $47 million, reflecting $9 million from the Starwood Combination and $38 million of higher Legacy-Marriott profits, primarily due to the following:

- $14 million of higher Legacy-Marriott base management and franchise fees, primarily due to $50 million from new units and stronger RevPAR, partially offset by $24 million of lower relicensing fees and an $11 million decrease in deferred fee recognition;
- $10 million of higher Legacy-Marriott incentive management fees, primarily driven by $10 million of higher incentive fees earned from a few limited-service portfolios;
- $4 million of higher Legacy-Marriott owned, leased, and other revenue, net of direct expenses, primarily reflecting higher net earnings at several leased and owned properties;
- $5 million of lower Legacy-Marriott general, administrative, and other expenses, primarily due to $7 million of lower reserves for guarantee funding; and
- $3 million of higher Legacy-Marriott gains and other income, net, primarily due to a favorable variance to the $4 million prior year disposal loss for a North American Limited-Service segment plot of land.

Cost reimbursements revenue and expenses for our Legacy-Marriott North American Limited-Service segment properties totaled $2,646 million in 2016, compared to $2,366 million in 2015.

Asia Pacific

($ in millions)	2017	2016	2015	Change 2017 vs. 2016		Change 2016 vs. 2015	
Segment revenues	$ 1,344	$ 761	$ 516	$ 583	77%	$ 245	47%
Segment profits	$ 345	$ 176	$ 98	$ 169	96%	$ 78	80%

2017 Compared to 2016

In 2017, across our Asia Pacific segment we added 77 properties (18,035 rooms) and 10 properties (3,961 rooms) left our system.

Asia Pacific segment profits increased by $169 million, primarily due to the following changes:

- $109 million of higher base management and franchise fees, primarily due to $89 million of higher Legacy-Starwood fees, $9 million of higher Legacy-Marriott branding fees, $6 million from Legacy-Marriott unit growth, and $5 million from stronger RevPAR at Legacy-Marriott hotels;
- $92 million of higher incentive management fees, primarily due to $80 million of higher Legacy-Starwood fees, $8 million from higher net house profits at Legacy-Marriott managed hotels, and $4 million from Legacy-Marriott unit growth;
- $19 million of higher owned, leased, and other revenue, net of direct expenses, primarily due to $22 million of higher Legacy-Starwood owned and leased profits;
- $24 million of higher depreciation, amortization, and other expenses, primarily reflecting higher depreciation and amortization on Legacy-Starwood assets;
- $34 million of higher general, administrative, and other expenses, primarily due to the Starwood Combination; and
- $8 million of higher equity in earnings, primarily due to higher earnings by Legacy-Starwood investees.

Cost reimbursements revenue and expenses for our Asia Pacific segment properties totaled $695 million in 2017, compared to $404 million in 2016.

2016 Compared to 2015

In 2016, across our Asia Pacific segment we added 377 properties (115,995 rooms), including 335 properties (103,611 rooms) from the Starwood Combination on the Merger Date, and 4 properties (1,342 rooms) left our system.

Asia Pacific segment profits increased by $78 million, reflecting $61 million from the Starwood Combination and $17 million of higher Legacy-Marriott profits, primarily due to the following:

- $7 million of higher Legacy-Marriott base management and franchise fees, primarily due to $9 million of stronger RevPAR and unit growth and $2 million of higher branding fees, partially offset by the impact of $2 million in unfavorable foreign exchange rates;
- $8 million of higher Legacy-Marriott incentive management fees, primarily driven by $10 million in higher net house profits and unit growth, partially offset by the impact of $2 million in unfavorable foreign exchange rates;
- $3 million of higher Legacy-Marriott owned, leased, and other revenue, net of direct expenses, primarily reflecting stronger performance at a property following renovations and the impact of $2 million in favorable foreign exchange rates;
- $4 million of higher Legacy-Marriott general, administrative, and other expenses, primarily due to an increase in administrative costs to grow our brands globally; and
- $4 million of higher Legacy-Marriott equity in earnings, primarily reflecting a 2015 impairment charge on an Asia Pacific joint venture ($6 million).

Cost reimbursements revenue and expenses for our Legacy-Marriott Asia Pacific segment properties totaled $320 million in 2016, compared to $274 million in 2015.

SHARE-BASED COMPENSATION

We award: (1) restricted stock units ("RSUs") of our common stock; (2) stock appreciation rights ("SARs") for our common stock; (3) stock options to purchase our common stock; and (4) deferred stock units. We also issue performance-based RSUs ("PSUs") to named executive officers and some of their direct reports. See Footnote 6 "Share-Based Compensation" for more information.

NEW ACCOUNTING STANDARDS

See Footnote 2 "Summary of Significant Accounting Policies" for information on our anticipated adoption of recently issued accounting standards.

LIQUIDITY AND CAPITAL RESOURCES

Cash Requirements and Our Credit Facility

We are party to a multicurrency revolving credit agreement (the "Credit Facility") that provides for up to $4,000 million of aggregate effective borrowings to support our commercial paper program and general corporate needs, including working capital, capital expenditures, share repurchases, letters of credit, and acquisitions. Borrowings under the Credit Facility generally bear interest at LIBOR (the London Interbank Offered Rate) plus a spread, based on our public debt rating. We also pay quarterly fees on the Credit Facility at a rate based on our public debt rating. While any outstanding commercial paper borrowings and/or borrowings under our Credit Facility generally have short-term maturities, we classify the outstanding borrowings as long-term based on our ability and intent to refinance the outstanding borrowings on a long-term basis. The Credit Facility expires on June 10, 2021.

The Credit Facility contains certain covenants, including a single financial covenant that limits our maximum leverage (consisting of the ratio of Adjusted Total Debt to Consolidated Earnings Before Interest Expense, Taxes, Depreciation and Amortization ("EBITDA"), each as defined in the Credit Facility) to not more than 4 to 1. Our outstanding public debt does not contain a corresponding financial covenant or a requirement that we maintain certain financial ratios. We currently satisfy the covenants in our Credit Facility and public debt instruments, including the leverage covenant under the Credit Facility, and do not expect the covenants will restrict our ability to meet our anticipated borrowing and guarantee levels or increase those levels should we decide to do so in the future.

We believe the Credit Facility and our access to capital markets, together with cash we expect to generate from operations, remain adequate to meet our short-term and long-term liquidity requirements, finance our long-term growth plans, meet debt service, and fulfill other cash requirements.

We issue commercial paper in the U.S. We do not have purchase commitments from buyers for our commercial paper; therefore, our ability to issue commercial paper is subject to market demand. We classify any outstanding commercial paper and Credit Facility borrowings as long-term based on our ability and intent to refinance them on a long-term basis. We reserve unused capacity under our Credit Facility to repay outstanding commercial paper borrowings if the commercial paper market is not available to us for any reason when outstanding borrowings mature. We do not expect that fluctuations in the demand for commercial paper will affect our liquidity, given our borrowing capacity under the Credit Facility.

At year-end 2017, our available borrowing capacity amounted to $2,010 million and reflected borrowing capacity of $1,627 million under our Credit Facility and our cash balance of $383 million. We calculated that borrowing capacity by taking $4,000 million of effective aggregate bank commitments under our Credit Facility and subtracting $2,373 million of outstanding commercial paper (there being no outstanding letters of credit under our Credit Facility).

We monitor the status of the capital markets and regularly evaluate the effect that changes in capital market conditions may have on our ability to execute our announced growth plans. We expect to continue meeting part of our financing and liquidity needs, primarily through commercial paper borrowings, issuances of Senior Notes, and access to long-term committed credit facilities. If conditions in the lodging industry deteriorate, or if disruptions in the capital markets take place as they did in the immediate aftermath of both the 2008 worldwide financial crisis and the events of September 11, 2001, we may be unable to place some or all of our commercial paper on a temporary or extended basis and may have to rely more on borrowings under the Credit Facility, which we believe will be adequate to fund our liquidity needs, including repayment of debt obligations, but which may carry a higher cost than commercial paper. Since we continue to have ample flexibility under the Credit Facility's covenants, we expect that undrawn bank commitments under the Credit Facility will remain available to us even if business conditions were to deteriorate markedly.

Cash from Operations

Cash from operations and non-cash items for the last three fiscal years are as follows:

($ in millions)	2017	2016	2015
Cash from operations	$ 2,436	$ 1,682	$ 1,515
Non-cash items [1]	1,299	456	395

[1] Includes depreciation, amortization, share-based compensation, and deferred income taxes.

Our ratio of current assets to current liabilities was 0.5 to 1.0 at year-end 2017 and 0.7 to 1.0 at year-end 2016. We minimize working capital through cash management, strict credit-granting policies, and aggressive collection efforts. We also have significant borrowing capacity under our Credit Facility should we need additional working capital.

Our ratios of earnings to fixed charges for the last five fiscal years, the calculations of which we detail in Exhibit 12 to this 2017 Annual Report on Form 10-K, are as follows:

Fiscal Years				
2017	2016	2015	2014	2013
8.8x	5.1x	6.4x	6.2x	5.1x

For 2018, we plan to invest in our workforce by offering an additional one-time contribution to our retirement savings plans. Structured as a $5-to-$1 company match of up to $1,000, we expect the vast majority of participating associates would receive this incremental company contribution. This contribution will be available to eligible associates at company-operated hotels, as well as those in corporate and regional offices, in the U.S. We also expect to invest in global associate support programs. We estimate an overall cost of $140 million for these investments in our workforce, with approximately $70 million of that amount coming from proceeds from the 2017 sale of our interest in Avendra.

Investing Activities Cash Flows

Acquisition of a Business, Net of Cash Acquired. Cash outflows of $2,412 million in 2016 were due to the Starwood Combination. See Footnote 3 "Acquisitions and Dispositions" for more information.

Capital Expenditures and Other Investments. We made capital expenditures of $240 million in 2017, $199 million in 2016, and $305 million in 2015. Capital expenditures in 2017 increased by $41 million compared to 2016, primarily due to improvements to our worldwide systems and improvements to hotels acquired in the Starwood Combination. Capital expenditures in 2016 decreased by $106 million compared to 2015, primarily due to lower spending for our EDITION hotels.

We expect 2018 investment spending will total approximately $600 million to $700 million, including approximately $225 million for maintenance capital spending. Consolidated investment spending also includes other capital expenditures (including property acquisitions), loan advances, contract acquisition costs, and equity and other investments.

Over time, we have sold lodging properties, both completed and under development, subject to long-term management agreements. The ability of third-party purchasers to raise the debt and equity capital necessary to acquire such properties depends in part on the perceived risks inherent in the lodging industry and other constraints inherent in the capital markets. We monitor the status of the capital markets and regularly evaluate the potential impact of changes in capital market conditions on our business operations. In the Starwood Combination, we acquired various hotels and joint venture interests in hotels, many of which we have sold or are seeking to sell. We also expect to continue making selective and opportunistic investments to add units to our lodging business, which may include new construction, loans, guarantees, and noncontrolling equity investments.

Fluctuations in the values of hotel real estate generally have little impact on our overall business results because: (1) we own less than one percent of hotels that we operate or franchise; (2) management and franchise fees are generally based upon hotel revenues and profits rather than current hotel property values; and (3) our management agreements generally do not terminate upon hotel sale or foreclosure.

Dispositions. Property and asset sales generated $1,418 million cash proceeds in 2017 and $218 million in 2016. See Footnote 3 "Acquisitions and Dispositions" for more information on completed dispositions and planned dispositions.

Loan Activity. From time to time, we make loans to owners of hotels that we operate or franchise. Loan collections, net of loan advances, amounted to $94 million in 2017, compared to net collections of $35 million in 2016. At year-end 2017, we had $149 million of senior, mezzanine, and other loans outstanding, compared to $248 million outstanding at year-end 2016.

Equity and Cost Method Investments. Cash outflows of $63 million in 2017, $14 million in 2016, and $7 million in 2015 for equity and cost method investments primarily reflect our investments in several joint ventures.

Financing Activities Cash Flows

Debt. Debt decreased by $268 million in 2017, to $8,238 million at year-end 2017 from $8,506 million at year-end 2016, primarily due to $293 million in Series I Notes that matured in the 2017 second quarter, partially offset by increased commercial paper borrowings. See Footnote 11 "Long-Term Debt" for additional information on the debt issuances.

Our financial objectives include diversifying our financing sources, optimizing the mix and maturity of our long-term debt, and reducing our working capital. At year-end 2017, our long-term debt had a weighted average interest rate of 2.9 percent and a weighted average maturity of approximately 5.0 years. The ratio of our fixed-rate long-term debt to our total long-term debt was 0.7 to 1.0 at year-end 2017.

See the "Cash Requirements and Our Credit Facility," caption in this "Liquidity and Capital Resources" section for more information on our Credit Facility.

Share Repurchases. We purchased 29.2 million shares of our common stock in 2017 at an average price of $103.66 per share, 8.0 million shares in 2016 at an average price of $71.55 per share, and 25.7 million shares in 2015 at an average price of $75.48 per share. At year-end 2017, 32.2 million shares remained available for repurchase under Board approved authorizations. For additional information, see "Fourth Quarter 2017 Issuer Purchases of Equity Securities" in Part II, Item 5.

Dividends. Our Board of Directors declared the following quarterly cash dividends in 2017: (1) $0.30 per share declared on February 10, 2017 and paid March 31, 2017 to shareholders of record on February 24, 2017, (2) $0.33 per share declared on May 5, 2017 and paid June 30, 2017 to shareholders of record on May 19, 2017, (3) $0.33 per share declared on August 10, 2017 and paid September 29, 2017 to shareholders of record on August 24, 2017, and (4) $0.33 per share declared on November 9, 2017 and paid December 29, 2017 to shareholders of record on November 22, 2017. Our Board of Directors declared a cash dividend of $0.33 per share on February 9, 2018, payable on March 30, 2018 to shareholders of record on February 23, 2018.

Contractual Obligations and Off-Balance Sheet Arrangements

Contractual Obligations

The following table summarizes our contractual obligations at year-end 2017:

		Payments Due by Period			
($ in millions)	Total	Less Than 1 Year	1-3 Years	3-5 Years	After 5 Years
Debt[1]	$ 9,121	$ 584	$ 1,508	$ 4,556	$ 2,473
Capital lease obligations[1]	246	13	28	27	178
Operating leases where we are the primary obligor	2,292	187	354	297	1,454
Purchase obligations	366	188	174	4	—
Other noncurrent liabilities	105	1	26	13	65
Total contractual obligations	$ 12,130	$ 973	$ 2,090	$ 4,897	$ 4,170

(1) Includes principal as well as interest payments.

The preceding table does not reflect estimated Transition Tax payments totaling $600 million as a result of the 2017 Tax Act. In addition, the table does not reflect unrecognized tax benefits at year-end 2017 of $448 million. See Footnote 7 "Income Taxes" for additional information.

In addition to the purchase obligations noted in the preceding table, in the normal course of business we enter into purchase commitments to manage the daily operating needs of the hotels that we manage. Since we are reimbursed from the cash flows of the hotels, these obligations have minimal impact on our net income and cash flow.

Other Commitments

The following table summarizes our guarantee, investment, and loan commitments at year-end 2017:

($ in millions)	Total Amounts Committed	Less Than 1 Year	1-3 Years	3-5 Years	After 5 Years
Guarantee commitments (expiration by period)	$ 377	$ 20	$ 149	$ 100	$ 108
Investment and loan commitments (expected funding by period)	60	50	5	3	2
Total other commitments	$ 437	$ 70	$ 154	$ 103	$ 110

In conjunction with financing obtained for specific projects or properties owned by joint ventures in which we are a party, we may provide industry standard indemnifications to the lender for loss, liability, or damage occurring as a result of our actions or the actions of the other joint venture owner.

For further information, including the nature of the commitments and their expirations, see the "Commitments" caption in Footnote 8 "Commitments and Contingencies."

Letters of Credit

At year-end 2017, we had $162 million of letters of credit outstanding (all outside the Credit Facility, as defined in Footnote 11 "Long-Term Debt"), most of which were for our self-insurance programs. Surety bonds issued as of year-end 2017 totaled $155 million, most of which state governments requested in connection with our self-insurance programs.

RELATED PARTY TRANSACTIONS

Equity Method Investments

We have equity method investments in entities that own properties for which we provide management services and receive fees. We also have equity method investments in entities that provide management and/or franchise services to hotels and receive fees. In addition, in some cases we provide loans, preferred equity, or guarantees to these entities.

Other Related Parties

We provide management services for and receive fees from properties owned by JWM Family Enterprises, L.P., which is beneficially owned and controlled by J.W. Marriott, Jr., Deborah Marriott Harrison, and other members of the Marriott family.

For more information, including the impact to our financial statements of transactions with these related parties, see Footnote 19 "Related Party Transactions."

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

Our preparation of financial statements in accordance with GAAP requires management to make estimates and assumptions that affect reported amounts and related disclosures. Management considers an accounting policy and estimate to be critical if: (1) we must make assumptions that were uncertain when the estimate was made; and (2) changes in the estimate, or selection of a different estimate methodology could have a material effect on our consolidated results of operations or financial condition. Management has discussed the development and selection of its critical accounting policies and estimates with the Audit Committee of our Board of Directors.

While we believe that our estimates, assumptions, and judgments are reasonable, they are based on information available when the estimate or assumption was made. Actual results may differ significantly. Additionally, changes in our assumptions, estimates or assessments due to unforeseen events or otherwise could have a material impact on our financial position or results of operations.

See Footnote 2 "Summary of Significant Accounting Policies" for further information related our critical accounting policies and estimates, which are as follows:

Loyalty Programs, including how members earn points, how we estimate the value of future redemption obligation, and how we recognize revenue for these programs;

Goodwill, including how we evaluate the fair value of reporting units and when we record an impairment loss on goodwill;

Intangibles and Long-Lived Assets, including how we evaluate the fair value of intangibles and long-lived assets and when we record impairment losses on intangibles and long-lived assets;

Investments, including information on how we evaluate the fair value of investments and when we record impairment losses on investments;

Loan Loss Reserves, including information on how we measure impairment on senior, mezzanine, and other loans of these types;

Income Taxes, including information on how we determine our current year amounts payable or refundable, our estimate of deferred tax assets and liabilities, as well our provisional estimates of the current year impacts of the 2017 Tax Act; and

Business Combinations, including the assumptions that we make to estimate the fair values of assets acquired and liabilities assumed related to discount rates, royalty rates, and the amount and timing of future cash flows.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk.

We are exposed to market risk from changes in interest rates, stock prices, currency exchange rates, and debt prices. We manage our exposure to these risks by monitoring available financing alternatives, through development and application of credit granting policies and by entering into derivative arrangements. We do not foresee any significant changes in either our exposure to fluctuations in interest rates or currency rates or how we manage such exposure in the future.

We are exposed to interest rate risk on our floating-rate notes receivable and floating-rate debt. Changes in interest rates also impact the fair value of our fixed-rate notes receivable and the fair value of our fixed-rate long-term debt.

We are also subject to risk from changes in debt prices from our investments in debt securities and fluctuations in stock price from our investment in a publicly traded company. Changes in the price of the underlying stock can impact the fair value of our investment. We account for our investments as available-for-sale securities under the guidance for accounting for certain investments in debt and equity securities.

We use derivative instruments, including cash flow hedges, net investment in non-U.S. operations hedges, and other derivative instruments, as part of our overall strategy to manage our exposure to market risks associated with fluctuations in interest rates and currency exchange rates. As a matter of policy, we only enter into transactions that we believe will be highly effective at offsetting the underlying risk, and we do not use derivatives for trading or speculative purposes. See Footnote 2 "Summary of Significant Accounting Policies" for more information on derivative instruments.

The following table sets forth the scheduled maturities and the total fair value as of year-end 2017 for our financial instruments that are impacted by market risks:

	Maturities by Period							
($ in millions)	2018	2019	2020	2021	2022	There-after	Total Carrying Amount	Total Fair Value
Assets - Maturities represent expected principal receipts, fair values represent assets.								
Fixed-rate notes receivable	$ 2	$ 1	$ 2	$ 1	$ 5	$ 45	$ 56	$ 58
Average interest rate							1.14%	
Floating-rate notes receivable	$ 5	$ 34	$ 12	$ 22	$ —	$ 20	$ 93	$ 79
Average interest rate							4.27%	
Liabilities - Maturities represent expected principal payments, fair values represent liabilities.								
Fixed-rate debt	$ (388)	$ (837)	$ (358)	$ (855)	$ (1,107)	$ (2,147)	$ (5,692)	$ (5,735)
Average interest rate							3.34%	
Floating-rate debt	$ (4)	$ —	$ —	$ (2,371)	$ —	$ —	$ (2,375)	$ (2,375)
Average interest rate							1.82%	

Item 8. Financial Statements and Supplementary Data.

The following financial information is included on the pages indicated:

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MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

Management of Marriott International, Inc. (the "Company") is responsible for establishing and maintaining adequate internal control over financial reporting and for assessing the effectiveness of internal control over financial reporting. The Company has designed its internal control over financial reporting to provide reasonable assurance on the reliability of financial reporting and the preparation of the consolidated financial statements in accordance with U.S. generally accepted accounting principles.

The Company's internal control over financial reporting includes those policies and procedures that: (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the Company's transactions and dispositions of the Company's assets; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of the consolidated financial statements in accordance with U.S. generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of the Company's management and directors; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the Company's assets that could have a material effect on the consolidated financial statements.

Because of inherent limitations in internal control over financial reporting, such controls may not prevent or detect misstatements. Also, projections of any evaluation of the effectiveness of internal controls to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In connection with the preparation of the Company's annual consolidated financial statements, management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2017, based on criteria established in the Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework) (the "COSO criteria").

Based on this assessment, management has concluded that, applying the COSO criteria, as of December 31, 2017, the Company's internal control over financial reporting was effective to provide reasonable assurance of the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. generally accepted accounting principles.

Ernst & Young LLP, the independent registered public accounting firm that audited the Company's consolidated financial statements included in this report, has issued an attestation report on the effectiveness of the Company's internal control over financial reporting, a copy of which appears on the following page.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and Board of Directors of Marriott International, Inc.

Opinion on Internal Control over Financial Reporting

We have audited Marriott International, Inc.'s internal control over financial reporting as of December 31, 2017, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework) (the COSO criteria). In our opinion, Marriott International, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2017, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of Marriott International, Inc. as of December 31, 2017 and 2016, and the related consolidated statements of income, comprehensive income, shareholders' equity (deficit) and cash flows for each of the three fiscal years in the period ended December 31, 2017, and the related notes of the Company and our report dated February 15, 2018 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Tysons, Virginia
February 15, 2018

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and Board of Directors of Marriott International, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Marriott International, Inc. (the Company) as of December 31, 2017 and 2016, and the related consolidated statements of income, comprehensive income, shareholders' equity (deficit) and cash flows for each of the three fiscal years in the period ended December 31, 2017, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the consolidated financial position of the Company at December 31, 2017 and 2016, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2017, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2017, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework) and our report dated February 15, 2018 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2002.

Tysons, Virginia
February 15, 2018

MARRIOTT INTERNATIONAL, INC.
CONSOLIDATED STATEMENTS OF INCOME
Fiscal Years 2017, 2016, and 2015
($ in millions, except per share amounts)

	December 31, 2017	December 31, 2016	December 31, 2015
REVENUES			
Base management fees [1]	$ 1,102	$ 806	$ 698
Franchise fees	1,618	1,169	984
Incentive management fees [1]	607	425	319
Owned, leased, and other revenue [1]	1,802	1,126	855
Cost reimbursements [1]	17,765	13,546	11,630
	22,894	17,072	14,486
OPERATING COSTS AND EXPENSES			
Owned, leased, and other-direct	1,427	900	733
Reimbursed costs [1]	17,765	13,546	11,630
Depreciation, amortization, and other [1]	290	168	139
General, administrative, and other [1]	894	704	634
Merger-related costs and charges	159	386	—
	20,535	15,704	13,136
OPERATING INCOME	2,359	1,368	1,350
Gains and other income, net [1]	688	5	27
Interest expense	(288)	(234)	(167)
Interest income [1]	38	35	29
Equity in earnings [1]	39	10	16
INCOME BEFORE INCOME TAXES	2,836	1,184	1,255
Provision for income taxes	(1,464)	(404)	(396)
NET INCOME	$ 1,372	$ 780	$ 859
EARNINGS PER SHARE			
Earnings per share - basic	$ 3.66	$ 2.68	$ 3.22
Earnings per share - diluted	$ 3.61	$ 2.64	$ 3.15

(1) See Footnote 19 "Related Party Transactions" for disclosure of related party amounts.

See Notes to Consolidated Financial Statements.

MARRIOTT INTERNATIONAL, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
Fiscal Years 2017, 2016, and 2015
($ in millions)

	December 31, 2017	December 31, 2016	December 31, 2015
Net income	$ 1,372	$ 780	$ 859
Other comprehensive income (loss):			
Foreign currency translation adjustments	478	(311)	(123)
Derivative instrument adjustments, net of tax	(14)	1	10
Unrealized (loss) gain on available-for-sale securities, net of tax	(2)	2	(7)
Pension and postretirement adjustments, net of tax	7	5	—
Reclassification of losses (gains), net of tax	11	2	(6)
Total other comprehensive income (loss), net of tax	480	(301)	(126)
Comprehensive income	$ 1,852	$ 479	$ 733

See Notes to Consolidated Financial Statements.

MARRIOTT INTERNATIONAL, INC.
CONSOLIDATED BALANCE SHEETS
Fiscal Years-Ended 2017 and 2016
($ in millions)

	December 31, 2017	December 31, 2016
ASSETS		
Current assets		
Cash and equivalents	$ 383	$ 858
Accounts and notes receivable, net [1]	1,991	1,695
Prepaid expenses and other [1]	224	230
Assets held for sale	149	588
	2,747	3,371
Property and equipment, net	1,793	2,335
Intangible assets		
Brands	5,921	6,509
Contract acquisition costs and other [1]	2,884	2,761
Goodwill	9,207	7,598
	18,012	16,868
Equity and cost method investments [1]	740	728
Notes receivable, net	142	245
Deferred tax assets [1]	93	116
Other noncurrent assets [1]	421	477
	$ 23,948	$ 24,140
LIABILITIES AND SHAREHOLDERS' EQUITY (DEFICIT)		
Current liabilities		
Current portion of long-term debt	$ 398	$ 309
Accounts payable [1]	780	687
Accrued payroll and benefits	1,227	1,174
Liability for guest loyalty programs	2,064	1,866
Accrued expenses and other [1]	1,541	1,111
	6,010	5,147
Long-term debt	7,840	8,197
Liability for guest loyalty programs	2,876	2,675
Deferred tax liabilities[1]	604	1,020
Other noncurrent liabilities [1]	2,887	1,744
Shareholders' equity		
Class A Common Stock	5	5
Additional paid-in-capital	5,770	5,808
Retained earnings	7,391	6,501
Treasury stock, at cost	(9,418)	(6,460)
Accumulated other comprehensive loss	(17)	(497)
	3,731	5,357
	$ 23,948	$ 24,140

[1] See Footnote 19 "Related Party Transactions" for disclosure of related party amounts.

See Notes to Consolidated Financial Statements.

MARRIOTT INTERNATIONAL, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
Fiscal Years 2017, 2016, and 2015
($ in millions)

	December 31, 2017	December 31, 2016	December 31, 2015
OPERATING ACTIVITIES			
Net income	$ 1,372	$ 780	$ 859
Adjustments to reconcile to cash provided by operating activities:			
Depreciation, amortization, and other	290	168	139
Share-based compensation	181	212	113
Income taxes	828	76	143
Liability for guest loyalty program	378	343	233
Merger-related charges	(124)	113	—
Working capital changes	81	(77)	(41)
(Gain) loss on asset dispositions	(687)	1	(25)
Other	117	66	94
Net cash provided by operating activities	2,436	1,682	1,515
INVESTING ACTIVITIES			
Acquisition of a business, net of cash acquired	—	(2,412)	(137)
Capital expenditures	(240)	(199)	(305)
Dispositions	1,418	218	673
Loan advances	(93)	(32)	(66)
Loan collections	187	67	92
Contract acquisition costs	(189)	(80)	(121)
Redemption of debt security	—	—	121
Other	(63)	29	110
Net cash provided by (used in) investing activities	1,020	(2,409)	367
FINANCING ACTIVITIES			
Commercial paper/Credit Facility, net	25	1,365	(140)
Issuance of long-term debt	—	1,482	790
Repayment of long-term debt	(310)	(326)	(325)
Issuance of Class A Common Stock	6	34	40
Dividends paid	(482)	(374)	(253)
Purchase of treasury stock	(3,013)	(568)	(1,917)
Share-based compensation withholding taxes	(157)	(100)	(85)
Other	—	(24)	—
Net cash (used in) provided by financing activities	(3,931)	1,489	(1,890)
(DECREASE) INCREASE IN CASH AND EQUIVALENTS	(475)	762	(8)
CASH AND EQUIVALENTS, beginning of period	858	96	104
CASH AND EQUIVALENTS, end of period	$ 383	$ 858	$ 96

See Notes to Consolidated Financial Statements.

MARRIOTT INTERNATIONAL, INC.
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY (DEFICIT)
Fiscal Years 2017, 2016, and 2015
(in millions)

Common Shares Outstanding		Total	Class A Common Stock	Additional Paid-in-Capital	Retained Earnings	Treasury Stock, at Cost	Accumulated Other Comprehensive Loss
279.9	Balance at December 31, 2014	$ (2,200)	$ 5	$ 2,802	$ 4,286	$ (9,223)	$ (70)
—	Net income	859	—	—	859	—	—
—	Other comprehensive loss	(126)	—	—	—	—	(126)
—	Dividends	(253)	—	—	(253)	—	—
2.1	Share-based compensation plans	70	—	19	(14)	65	—
(25.7)	Purchase of treasury stock	(1,940)	—	—	—	(1,940)	—
256.3	Balance at December 31, 2015	(3,590)	5	2,821	4,878	(11,098)	(196)
—	Net income	780	—	—	780	—	—
—	Other comprehensive loss	(301)	—	—	—	—	(301)
—	Dividends	(374)	—	—	(374)	—	—
1.8	Share-based compensation plans	146	—	110	(21)	57	—
(8.0)	Purchase of treasury stock	(573)	—	—	—	(573)	—
136.0	Starwood Combination [1]	9,269	—	2,877	1,238	5,154	—
386.1	Balance at December 31, 2016	5,357	5	5,808	6,501	(6,460)	(497)
—	Net income	1,372	—	—	1,372	—	—
—	Other comprehensive income	480	—	—	—	—	480
—	Dividends	(482)	—	—	(482)	—	—
2.2	Share-based compensation plans	29	—	(38)	—	67	—
(29.2)	Purchase of treasury stock	(3,025)	—	—	—	(3,025)	—
359.1 [2]	Balance at December 31, 2017	$ 3,731	$ 5	$ 5,770	$ 7,391	$ (9,418)	$ (17)

(1) Represents Marriott common stock and equity-based awards issued in the Starwood Combination, which also resulted in the depletion of our accumulated historical losses on reissuances of treasury stock in Retained Earnings.

(2) Our restated certificate of incorporation authorizes 800 million shares of our common stock, with a par value of $.01 per share and 10 million shares of preferred stock, without par value. At year-end 2017, we had 359.1 million of these authorized shares of our common stock and no preferred stock outstanding.

See Notes to Consolidated Financial Statements.

MARRIOTT INTERNATIONAL, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. BASIS OF PRESENTATION

The consolidated financial statements present the results of operations, financial position, and cash flows of Marriott International, Inc. and subsidiaries (referred to in this report as "we," "us," "Marriott," or "the Company."). In order to make this report easier to read, we also refer throughout to (i) our Consolidated Financial Statements as our "Financial Statements," (ii) our Consolidated Statements of Income as our "Income Statements," (iii) our Consolidated Balance Sheets as our "Balance Sheets," (iv) our Condensed Consolidated Statements of Cash Flows as our "Statements of Cash Flows," (v) our properties, brands, or markets in the United States ("U.S.") and Canada as "North America" or "North American," and (vi) our properties, brands, or markets in our Caribbean and Latin America, Europe, and Middle East and Africa regions as "Other International," and together with those in our Asia Pacific segment, as "International." In addition, references throughout to numbered "Footnotes" refer to the numbered Notes in these Notes to Consolidated Financial Statements, unless otherwise noted.

Preparation of financial statements that conform with U.S. generally accepted accounting principles ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the financial statements, the reported amounts of revenues and expenses during the reporting periods, and the disclosures of contingent liabilities. Accordingly, ultimate results could differ from those estimates.

The accompanying Financial Statements reflect all normal and recurring adjustments necessary to present fairly our financial position at fiscal year-end 2017 and fiscal year-end 2016 and the results of our operations and cash flows for fiscal years 2017, 2016, and 2015. We have eliminated all material intercompany transactions and balances between entities consolidated in these Financial Statements.

Beginning in the 2017 first quarter, we reclassified branding fees for third-party residential sales and credit card licensing to the "Franchise fees" caption from the "Owned, leased, and other revenue" caption on our Income Statements, as we believe branding fees are more akin to franchise royalties than owned and leased hotel profits. Branding fees totaled $277 million for 2017. We reclassified prior period amounts, which totaled $181 million for 2016, and $131 million for 2015, to conform to our current presentation.

In the 2017 first quarter, our Asia Pacific operating segment met the applicable accounting criteria to be a reportable segment. Our Europe, Middle East and Africa, and Caribbean and Latin America operating segments do not individually meet the criteria for separate disclosure as reportable segments. We reclassified prior period amounts to conform to our current presentation. See Footnote 18 "Business Segments."

Acquisition of Starwood Hotels & Resorts Worldwide

On the Merger Date, we completed the Starwood Combination, after which Starwood became an indirect wholly-owned subsidiary of the Company. Accordingly, our Income Statements include Starwood's results of operations from the Merger Date. See Footnote 3 "Acquisitions and Dispositions" for more information on the Starwood Combination.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Revenue Recognition

Our revenues include: (1) base management and incentive management fees; (2) franchise fees (including licensing fees from MVW and Vistana of $101 million for 2017, $73 million for 2016, and $59 million for 2015); (3) revenues from lodging properties we own or lease; and (4) cost reimbursements. Management fees are typically composed of a base fee, which is a percentage of the revenues of hotels, and an incentive fee, which is generally based on hotel profitability. Franchise fees are typically composed of initial application fees, continuing royalties generated from our franchise programs, which permit the hotel owners and operators to use certain of our brand names, and branding fees for third-party residential sales and credit card licensing. Cost reimbursements include direct and indirect costs that are reimbursed to us by properties that we manage, franchise, or license.

Base Management and Incentive Management Fees: We recognize base management fees as revenue when we earn them under the contracts. In interim periods and at year-end, we recognize incentive management fees that would be due as if the contracts were to terminate at that date, exclusive of any termination fees payable or receivable by us.

Franchise Fee and License Fee Revenue: We recognize application fees at hotel opening. We recognize ongoing franchise fees and license fees as revenue in each accounting period as we earn those fees from the franchisee or licensee under the contracts.

Owned and Leased Units: We recognize room sales and revenues from other guest services for our owned and leased units when rooms are occupied and when we have rendered the services.

Cost Reimbursements: We generally recognize cost reimbursements from managed, franchised, and licensed properties when we incur the related reimbursable costs. These costs primarily consist of payroll and related expenses at managed properties where we are the employer and include certain operational and administrative costs as provided for in our contracts with the owners. As these costs have no added markup, the revenue and related expense have no impact on either our operating or net income.

Other Revenue: Includes termination fees and other property and brand revenues. We generally recognize other revenue as services are rendered and when collection is reasonably assured. Amounts received in advance are deferred as liabilities.

Real Estate Sales

We reduce gains on sales of real estate by our maximum exposure to loss if we have continuing involvement with the property and do not transfer substantially all the risks and rewards of ownership. In sales transactions where we retain a management contract, the terms and conditions of the management contract are generally comparable to the terms and conditions of the management contracts obtained directly with third-party owners in competitive processes.

Loyalty Programs

Loyalty Program members earn points based on the money they spend at our hotels; purchases of timeshare interval, fractional ownership, and residential products; and through participation in affiliated partners' programs, such as those offered by credit card, car rental, and airline companies. Members can redeem points, which we track on their behalf, for stays at most of our hotels, airline tickets, airline frequent flyer program miles, rental cars, and a variety of other awards. Points cannot be redeemed for cash. We provide our Loyalty Programs as cross-brand marketing programs to participating properties, with the objective of operating the programs on a break-even basis over the long-term. We collect amounts that we expect will, in the aggregate, approximate the costs of point redemptions and program operating costs over time.

We defer revenue we receive from managed, franchised, and Marriott-owned/leased hotels and program partners. Our management and franchise agreements require that properties reimburse us currently for the costs of operating the Loyalty Programs, including marketing, promotion, communication with, and performing member services for Loyalty Program members. Due to the requirement that properties reimburse us for program operating costs as incurred, we recognize the related cost reimbursements revenues from properties for our Loyalty Programs when we incur and expense such costs. We also recognize the component of revenue from program partners that corresponds to program maintenance services when we incur and expense such costs. When points are redeemed we recognize the amounts we previously deferred as revenue and the corresponding expense relating to the costs of the awards redeemed.

The recorded liability related to these programs totaled $4,940 million at year-end 2017 compared to $4,541 million at year-end 2016. We estimate the reasonableness and the value of the future redemption obligations using statistical formulas that project timing of future point redemptions based on historical levels, including an estimate of the "breakage" for points that members will never redeem, and an estimate of the points that members will eventually redeem. A ten percent reduction in the estimate of "breakage" would have increased the estimated year-end 2017 liability by $269 million.

Profit Sharing Plan

We contribute to profit sharing plans for the benefit of employees meeting certain eligibility requirements who elect to participate in the plans. Participating employees specify the percentage of salary deferred. We recognized compensation costs from profit sharing of $119 million in 2017, $91 million in 2016, and $80 million in 2015.

Non-U.S. Operations

The U.S. dollar is the functional currency of our consolidated and unconsolidated entities operating in the U.S. The functional currency of our consolidated and unconsolidated entities operating outside of the U.S. is generally the principal currency of the economic environment in which the entity primarily generates and expends cash. We translate the financial statements of consolidated entities whose functional currency is not the U.S. dollar into U.S. dollars, and we do the same, as needed, for unconsolidated entities whose functional currency is not the U.S. dollar. We translate assets and liabilities at the exchange rate in effect as of the financial statement date, and translate income statement accounts using the weighted average

exchange rate for the period. We include translation adjustments from currency exchange and the effect of exchange rate changes on intercompany transactions of a long-term investment nature as a separate component of shareholders' equity. We report gains and losses from currency exchange rate changes for intercompany receivables and payables that are not of a long-term investment nature, as well as gains and losses from non-U.S. currency transactions, currently in operating costs and expenses, and those amounted to losses of $11 million in 2017, $4 million in 2016, and $6 million in 2015.

Share-Based Compensation

We grant share-based compensation awards at exercise prices or strike prices that equal the market price of our common stock on the date of grant. For all share-based awards, we measure compensation costs for our share-based payment transactions at fair value on the grant date, and we recognize those costs in our Financial Statements over the vesting period during which the employee provides service ("the service period") in exchange for the award, which consists primarily of RSUs and SARs.

For SARs, on the grant date, we use a binomial lattice-based valuation model to estimate the fair value of each stock appreciation right granted. This valuation model uses a range of possible stock price outcomes over the term of the award, discounted back to a present value using a risk-free rate. Because of the limitations with closed-form valuation models, such as the Black-Scholes model, we have determined that this more flexible binomial model provides a better estimate of the fair value of our stock appreciation rights because it considers employee and non-employee director exercise behavior based on changes in the price of our stock and allows us to consider other dynamic assumptions. See Footnote 6 "Share-Based Compensation" for further information.

Income Taxes

We record the amounts of taxes payable or refundable for the current year, as well as deferred tax liabilities and assets for the future tax consequences of events we have recognized in our Financial Statements or tax returns, using judgment in assessing future profitability and the likely future tax consequences of those events. We base our estimates of deferred tax assets and liabilities on current tax laws, rates and interpretations, and, in certain cases, business plans and other expectations about future outcomes. We develop our estimates of future profitability based on our historical data and experience, industry projections, micro and macro general economic condition projections, and our expectations.

We generally recognize the effect of the tax law changes in the period of enactment. Changes in existing tax laws and rates, their related interpretations, and the uncertainty generated by the current economic environment may affect the amounts of our deferred tax liabilities or the valuations of our deferred tax assets over time. Our accounting for deferred tax consequences represents management's best estimate of future events that can be appropriately reflected in the accounting estimates. In accordance with SEC Staff Accounting Bulletin No. 118, *Income Tax Accounting Implications of the Tax Cuts and Jobs Act*, we report provisional amounts if we are able to determine a reasonable estimate but do not have the necessary information available, prepared, and analyzed in reasonable detail to complete the accounting for the U.S. Tax Cuts and Jobs Act of 2017 (the "2017 Tax Act"). We may revise our estimates as we finalize our accounting during a measurement period of up to one year from the enactment of the 2017 Tax Act.

For tax positions we have taken or expect to take in a tax return, we apply a more likely than not threshold, under which we must conclude a tax position is more likely than not to be sustained, assuming that the position will be examined by the appropriate taxing authority that has full knowledge of all relevant information, to continue to recognize the benefit. In determining our provision for income taxes, we use judgment, reflecting our estimates and assumptions, in applying the more likely than not threshold. We recognize accrued interest and penalties for our unrecognized tax benefits as a component of tax expense. See Footnote 7 "Income Taxes" for further information.

Cash and Equivalents

We consider all highly liquid investments with an initial maturity of three months or less at date of purchase to be cash equivalents.

Accounts Receivable

Our accounts receivable primarily consist of amounts due from hotel owners with whom we have management and franchise agreements and include reimbursements of costs we incurred on behalf of managed and franchised properties. We generally collect these receivables within 30 days. We record an accounts receivable reserve when losses are probable, based on an assessment of historical collection activity and current business conditions. Our accounts receivable reserve was $29 million at year-end 2017 and $20 million at year-end 2016.

Assets Held for Sale

We consider properties to be assets held for sale when (1) management commits to a plan to sell the property; (2) it is unlikely that the disposal plan will be significantly modified or discontinued; (3) the property is available for immediate sale in its present condition; (4) actions required to complete the sale of the property have been initiated; (5) sale of the property is probable and we expect the completed sale will occur within one year; and (6) the property is actively being marketed for sale at a price that is reasonable given our estimate of current market value. Upon designation of a property as an asset held for sale, we record the property's value at the lower of its carrying value or its estimated fair value, less estimated costs to sell, and we cease depreciation. See Footnote 3 "Acquisitions and Dispositions" for additional information on planned dispositions.

Goodwill

We test goodwill for potential impairment at least annually, or more frequently if an event or other circumstance indicates that we may not be able to recover the carrying amount of the net assets of the reporting unit. In evaluating goodwill for impairment, we may assess qualitative factors to determine whether it is more likely than not (that is, a likelihood of more than 50 percent) that the fair value of a reporting unit is less than its carrying amount. If we bypass the qualitative assessment, or if we conclude that it is more likely than not that the fair value of a reporting unit is less than its carrying value, then we perform a quantitative impairment test by comparing the fair value of a reporting unit with its carrying amount.

We calculate the estimated fair value of a reporting unit using a weighting of the income and market approaches. For the income approach, we use internally developed discounted cash flow models that include the following assumptions, among others: projections of revenues, expenses, and related cash flows based on assumed long-term growth rates and demand trends; expected future investments to grow new units; and estimated discount rates. For the market approach, we use internal analyses based primarily on market comparables. We base these assumptions on our historical data and experience, third-party appraisals, industry projections, micro and macro general economic condition projections, and our expectations.

In 2017, we elected to change the date for our annual goodwill impairment test from December 31 to October 1 of each year for all reporting units. We made this voluntary change to provide more time to complete our annual goodwill impairment test in advance of our year-end reporting cycle. The change, which we applied prospectively, did not delay, accelerate, or avoid any impairment charge and does not represent a material change in our method of applying ASC 350.

We have had no goodwill impairment charges for the last three fiscal years.

Intangibles and Long-Lived Assets

We assess indefinite-lived intangible assets for potential impairment and continued indefinite use annually, or more frequently if an event or other circumstance indicates that we may not be able to recover the carrying amount of the asset. Like goodwill, we may first assess qualitative factors to determine whether it is more likely than not that the fair value of the indefinite-lived intangible is less than its carrying amount. If the carrying value of the asset exceeds the fair value, we recognize an impairment loss in the amount of that excess.

We test definite-lived intangibles and long-lived asset groups for recoverability when changes in circumstances indicate that we may not be able to recover the carrying value; for example, when there are material adverse changes in projected revenues or expenses, significant underperformance relative to historical or projected operating results, or significant negative industry or economic trends. We also test recoverability when management has committed to a plan to sell or otherwise dispose of an asset group and we expect to complete the plan within a year. We evaluate recoverability of an asset group by comparing its carrying value to the future net undiscounted cash flows that we expect the asset group will generate. If the comparison indicates that we will not be able to recover the carrying value of an asset group, we recognize an impairment loss for the amount by which the carrying value exceeds the estimated fair value. When we recognize an impairment loss for assets to be held and used, we depreciate the adjusted carrying amount of those assets over their remaining useful life.

We calculate the estimated fair value of an intangible asset or asset group using the income approach or the market approach. We utilize the same assumptions and methodology for the income approach that we describe in the "Goodwill" caption. For the market approach, we use internal analyses based primarily on market comparables and assumptions about market capitalization rates, growth rates, and inflation.

Investments

We may hold an equity interest in ventures established to develop or acquire and own hotel properties. These ventures are generally limited liability companies or limited partnerships. We account for investments in such entities using the cost method of accounting when we hold an interest so minor that we have virtually no influence over the operating and financial policies of the investee and the equity method of accounting when we hold an interest more than so minor that it allows us to have

influence, but not control, over the operating and financial policies of the investee. We account for investments in other ventures using the equity method of accounting when we exercise significant influence over the entities. If we do not exercise significant influence, we account for the investment using the cost method of accounting. We consolidate entities that we control.

Under the accounting guidance for the consolidation of variable interest entities, we analyze our variable interests, including equity investments, loans, and guarantees, to determine if an entity in which we have a variable interest is a variable interest entity. Our analysis includes both quantitative and qualitative reviews. We base our quantitative analysis on the forecasted cash flows of the entity, and our qualitative analysis on our review of the design of the entity, its organizational structure including decision-making ability, and relevant financial agreements. We also use our qualitative analysis to determine if we must consolidate a variable interest entity as its primary beneficiary.

We evaluate an investment for impairment when circumstances indicate that we may not be able to recover the carrying value. For example, when evaluating our ventures, we consider loan defaults, significant underperformance relative to historical or projected operating performance, or significant negative industry or economic trends.

We impair investments we account for using the equity and cost methods of accounting when we determine that there has been an "other-than-temporary" decline in the venture's estimated fair value compared to its carrying value. Additionally, a venture's commitment to a plan to sell some or all of its assets could cause us to evaluate the recoverability of the venture's individual long-lived assets and possibly the venture itself.

We calculate the estimated fair value of an investment using either a market approach or an income approach. We utilize the same assumptions and methodology for the income approach that we describe in the "Goodwill" caption. For the market approach, we use internal analyses based primarily on market comparables and assumptions about market capitalization rates, growth rates, and inflation.

When we acquire an investment that qualifies for the equity method of accounting, we determine the acquisition date fair value of the identifiable assets and liabilities. If our carrying amount exceeds our proportional share in the equity of the investee, we amortize the difference on a straight-line basis over the underlying assets' estimated useful lives when calculating equity method earnings attributable to us, excluding the difference attributable to land, which we do not amortize.

For investments in securities classified as available-for-sale, we determine the cost basis of the securities sold using specific identification, meaning that we track our securities individually.

Fair Value Measurements

We have various financial instruments we must measure at fair value on a recurring basis, including certain marketable securities and derivatives. See Footnote 16 "Fair Value of Financial Instruments" for further information. We also apply the provisions of fair value measurement to various nonrecurring measurements for our financial and nonfinancial assets and liabilities.

Accounting standards define fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (an exit price). We measure our assets and liabilities using inputs from the following three levels of the fair value hierarchy:

Level 1 inputs are unadjusted quoted prices in active markets for identical assets or liabilities that we have the ability to access at the measurement date.

Level 2 inputs include quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability (i.e., interest rates, yield curves, etc.), and inputs that are derived principally from or corroborated by observable market data by correlation or other means (market corroborated inputs).

Level 3 includes unobservable inputs that reflect our assumptions about what factors market participants would use in pricing the asset or liability. We develop these inputs based on the best information available, including our own data.

Derivative Instruments

We record derivatives at fair value. The designation of a derivative instrument as a hedge and its ability to meet the hedge accounting criteria determine how we reflect the change in fair value of the derivative instrument in our Financial Statements. A derivative qualifies for hedge accounting if, at inception, we expect the derivative will be highly effective in offsetting the underlying hedged cash flows or fair value and we fulfill the hedge documentation standards at the time we enter into the

derivative contract. We designate a hedge as a cash flow hedge, fair value hedge, or a net investment in non-U.S. operations hedge based on the exposure we are hedging. For the effective portion of qualifying cash flow hedges, we record changes in fair value in other comprehensive income ("OCI"). We release the derivative's gain or loss from OCI to match the timing of the underlying hedged items' effect on earnings.

We review the effectiveness of our hedging instruments quarterly, recognize current period hedge ineffectiveness immediately in earnings, and discontinue hedge accounting for any hedge that we no longer consider to be highly effective. We recognize changes in fair value for derivatives not designated as hedges or those not qualifying for hedge accounting in current period earnings. Upon termination of cash flow hedges, we release gains and losses from OCI based on the timing of the underlying cash flows or revenue recognized, unless the termination results from the failure of the intended transaction to occur in the expected time frame. Such untimely transactions require us to immediately recognize in earnings the gains and/or losses that we previously recorded in OCI.

Changes in interest rates, currency exchange rates, and equity securities expose us to market risk. We manage our exposure to these risks by monitoring available financing alternatives, as well as through development and application of credit granting policies. We also use derivative instruments, including cash flow hedges, net investment in non-U.S. operations hedges, fair value hedges, and other derivative instruments, as part of our overall strategy to manage our exposure to market risks. As a matter of policy, we only enter into transactions that we believe will be highly effective at offsetting the underlying risk, and we do not use derivatives for trading or speculative purposes.

Loan Loss Reserves

We may make senior, mezzanine, and other loans to owners of hotels that we operate or franchise, generally to facilitate the development of a hotel and sometimes to facilitate brand programs or initiatives. We expect the owners to repay the loans in accordance with the loan agreements, or earlier as the hotels mature and capital markets permit. We use metrics such as loan-to-value ratios and debt service coverage, and other information about collateral and from third party rating agencies to assess the credit quality of the loan receivable, both upon entering into the loan agreement and on an ongoing basis as applicable.

On a regular basis, we individually assess loans for impairment. We use internally generated cash flow projections to determine if we expect the loans will be repaid under the terms of the loan agreements. If we conclude that it is probable a borrower will not repay a loan in accordance with its terms, we consider the loan impaired and begin recognizing interest income on a cash basis. To measure impairment, we calculate the present value of expected future cash flows discounted at the loan's original effective interest rate or the estimated fair value of the collateral. If the present value or the estimated collateral is less than the carrying value of the loan receivable, we establish a specific impairment reserve for the difference.

If it is likely that a loan will not be collected based on financial or other business indicators, including our historical experience, our policy is to charge off the loan in the quarter in which we deem it uncollectible.

Guarantees

We measure and record our liability for the fair value of a guarantee on a nonrecurring basis, that is when we issue or modify a guarantee, using Level 3 internally developed inputs, as described above in this footnote under the heading "*Fair Value Measurements*." We base our calculation of the estimated fair value of a guarantee on the income approach or the market approach, depending on the type of guarantee. For the income approach, we use internally developed discounted cash flow and Monte Carlo simulation models that include the following assumptions, among others: projections of revenues and expenses and related cash flows based on assumed growth rates and demand trends; historical volatility of projected performance; the guaranteed obligations; and applicable discount rates. We base these assumptions on our historical data and experience, industry projections, micro and macro general economic condition projections, and our expectations. For the market approach, we use internal analyses based primarily on market comparable data and our assumptions about market capitalization rates, credit spreads, growth rates, and inflation.

The offsetting entry for the guarantee liability depends on the circumstances in which the guarantee was issued. Funding under the guarantee reduces the recorded liability. In most cases, when we do not forecast any funding, we amortize the liability into income on a straight-line basis over the remaining term of the guarantee. On a quarterly basis, we evaluate all material estimated liabilities based on the operating results and the terms of the guarantee. If we conclude that it is probable that we will be required to fund a greater amount than previously estimated, we record a loss except to the extent that the applicable contracts provide that the advance can be recovered as a loan.

Self-Insurance Programs

We self-insure for certain levels of liability, workers' compensation, and employee medical coverage. We accrue estimated costs of these self-insurance programs at the present value of projected settlements for known and incurred but not reported claims. We use a discount rate of two percent to determine the present value of the projected settlements, which we consider to be reasonable given our history of settled claims, including payment patterns and the fixed nature of the individual settlements.

Legal Contingencies

We are subject to various legal proceedings and claims, the outcomes of which are uncertain. We record an accrual for legal contingencies when we determine that it is probable that we have incurred a liability and we can reasonably estimate the amount of the loss. In making such determinations we evaluate, among other things, the probability of an unfavorable outcome and, when we believe it probable that a liability has been incurred, our ability to make a reasonable estimate of the loss. We review these accruals each reporting period and make revisions based on changes in facts and circumstances.

Business Combinations

We allocate the purchase price of an acquisition to the tangible and intangible assets acquired and liabilities assumed based on their estimated fair values at the acquisition date. We recognize as goodwill the amount by which the purchase price of an acquired entity exceeds the net of the fair values assigned to the assets acquired and liabilities assumed. In determining the fair values of assets acquired and liabilities assumed, we use various recognized valuation methods including the income and market approaches. Further, we make assumptions within certain valuation techniques, including discount rates, royalty rates, and the amount and timing of future cash flows. We record the net assets and results of operations of an acquired entity in our Financial Statements from the acquisition date. We initially perform these valuations based upon preliminary estimates and assumptions by management or independent valuation specialists under our supervision, where appropriate, and make revisions as estimates and assumptions are finalized. We expense acquisition-related costs as we incur them. See Footnote 3 "Acquisitions and Dispositions" for additional information.

New Accounting Standards Not Yet Adopted

Accounting Standards Update ("ASU") 2014-09 "Revenue from Contracts with Customers" (Topic 606). The Financial Accounting Standards Board issued ASU 2014-09, and several related ASUs, which supersede the revenue recognition requirements in Topic 605, as well as most industry-specific guidance, and provide a principles-based, comprehensive framework in Topic 606, *Revenue Recognition*. ASU 2014-09 also specifies the accounting for some costs to obtain or fulfill a contract with a customer and provides enhanced disclosure requirements. We will use the full retrospective transition method when we adopt ASU 2014-09 in our 2018 first quarter.

We are still assessing the impact that ASU 2014-09 will have on our financial statements and disclosures, but we believe that our recognition of base management fees, ongoing franchise fees, and owned and leased revenues will remain largely unchanged. We expect that the timing of our recognition of gains from the sale of real estate assets will also remain unchanged. Under ASU 2014-09, we will recognize a gain or loss on real estate transactions when control of the asset transfers to the buyer, generally at the time the sale closes. Current guidance requires that we defer gains if we maintain substantial continuing involvement, but we typically do not have real estate sale transactions that require us to defer significant gains.

We currently estimate that the primary effects of ASU 2014-09 and the related ASUs on us will be as follows:

- We expect to recognize franchise application and relicensing fees over the term of the franchise contract rather than at hotel opening or relicensing.
- We expect to present the amortization of contract acquisition costs we pay to owners, franchisees, and other customers as a reduction of revenue rather than including such costs in "Depreciation, amortization, and other" on our Income Statements.
- We expect to capitalize fewer contract acquisition costs, as some of those costs will not meet the capitalization criteria once we adopt ASU 2014-09.
- We expect to recognize the revenue for certain pre-opening services performed for hotels and some related direct costs over the term of the management or franchise contract rather than during the pre-opening period.
- We expect to recognize incentive management fees throughout the year to the extent that we determine that it is probable that a significant reversal will not occur due to expected future hotel performance or cash flows. This will result in a different pattern of recognition for incentive management fees from quarter to quarter than under the current guidance, but we do not expect a material impact on the total incentive management fees we will recognize during a full fiscal year.

- Under the new guidance, we will generally be considered an agent in the transaction when Loyalty Program awards are redeemed. As a result, we will only recognize revenue for the net amount of consideration to which we are entitled for arranging for the redemption award, rather than the gross amount. Under current guidance, we reflect the gross consideration received within the caption "Cost reimbursements" revenue and redemption expenses in the caption "Reimbursed costs." We expect this change will reduce our "Cost reimbursements" revenue and "Reimbursed costs," with no impact on our operating or net income. We are still determining other potential impacts to the presentation of our Loyalty Programs in our Income Statements and/or Balance Sheets.
- We receive fees from our co-brand credit card agreements, a portion of which relates to branding fees that we record in "Franchise fees" in our Income Statements. The remainder of such fees relates to our Loyalty Programs and is recorded in "Cost reimbursements" revenue. We are finalizing the determination of standalone selling price for the identified performance obligations. We expect that the recognition of our co-brand credit card branding fees will remain largely unchanged, but we are still assessing the impact on our "Cost reimbursements" revenue related to the co-brand credit card agreements associated with our Loyalty Programs. The cumulative effect of recognizing the point redemption performance obligation associated with the Loyalty Programs and co-brand credit card agreements may result in an increase to the "Liability for guest loyalty programs."
- We expect to recognize temporary timing differences between costs we incur for centralized programs and services and the related reimbursement we receive from hotel owners and franchisees in our operating and net income so that "Cost reimbursements" in any one fiscal period may be higher or lower than "Reimbursed costs." We operate these programs with the objective of breaking even, and under current guidance, we record any temporary timing differences on our Balance Sheets. We are still assessing the impact that this change will have on our operating and net income, but expect that over time the changes will have no net impact to our retained earnings.

ASU 2016-02 "Leases" (Topic 842). ASU 2016-02 introduces a lessee model that brings substantially all leases onto the balance sheet. Under the new standard, a lessee will recognize on its balance sheet a lease liability and a right-of-use asset for most leases, including operating leases. The new standard will also distinguish leases as either finance leases or operating leases. This distinction will affect how leases are measured and presented in the income statement and statement of cash flows. The standard is effective for us beginning in our 2019 first quarter, and we will be required to use a modified retrospective transition approach, which means that we will apply the provisions of ASU 2016-02 to each lease that existed at the beginning of the earliest comparative period presented in the financial statements, as well as leases entered into after that date. We are still assessing the potential impact that ASU 2016-02 will have on our financial statements and disclosures, but we expect that it will have a material effect on our Balance Sheets.

ASU 2016-16 "Accounting for Income Taxes: Intra-Entity Transfers of Assets Other than Inventory" (Topic 740). ASU 2016-16 requires companies to recognize the income tax effects of intercompany sales of assets other than inventory when the transfer occurs. Under current GAAP, the tax effects of intercompany sales are deferred until the transferred asset is sold to a third party or otherwise recovered through use. ASU 2016-16 will be effective for us in our 2018 first quarter, and we will be required to use a modified retrospective transition approach with a cumulative-effect adjustment to retained earnings as of the beginning of 2018. We are still assessing the potential impact that the standard will have on our financial statements and disclosures, but we estimate that we will record a cumulative-effect adjustment of approximately $289 million related to the intercompany sale of intangible assets.

New Accounting Standards Adopted

ASU 2016-09 "Stock Compensation" (Topic 718). We adopted ASU 2016-09 in the 2017 first quarter, which involves several aspects of the accounting for share-based payments. The new guidance had the following impacts on our Financial Statements:

- We now record excess tax benefits (or deficiencies) as income tax benefit (or expense) in our Income Statements. Previously, we recorded excess tax benefits (deficiencies) in additional paid-in-capital in our Balance Sheets. As required, we prospectively applied this amendment in our Income Statements, which resulted in a benefit of $72 million to our provision for income taxes, approximately $0.19 per diluted share, for the year ended December 31, 2017.
- We now classify excess tax benefits (or deficiencies) along with other income taxes in operating activities in our Statements of Cash Flows. ASU 2016-09 allowed for this amendment to be applied either prospectively or retrospectively. For consistency with our application of ASU 2016-09 in our Income Statements, we applied this amendment prospectively in our Statements of Cash Flows. In 2017, cash from operating activities included $72 million from excess tax benefits. We classified excess tax benefits of $32 million for 2016 and $34 million for 2015 as financing inflows.

- We now classify cash paid to taxing authorities when we withhold shares for employee tax-withholding purposes as a financing activity. As required, we retrospectively applied this amendment in our Statements of Cash Flows, and accordingly we reclassified cash outflows from operating activities to financing activities of $100 million for 2016 and $85 million for 2015.

ASU 2017-01 "Clarifying the Definition of a Business" (Topic 805). We prospectively adopted ASU 2017-01 in the 2017 first quarter, which clarifies the definition of a business to help companies evaluate whether transactions should be accounted for as acquisitions or disposals of assets or businesses. We expect that under this new guidance, our sales of hotel properties will generally qualify as asset disposals, with the result that no goodwill of the reporting unit will be assigned to the carrying value of the asset when calculating the gain or loss on sale.

3. ACQUISITIONS AND DISPOSITIONS

Acquisitions

2016 Starwood Combination

The following table presents the fair value of each type of consideration that we transferred in the Starwood Combination:

(in millions, except per share amounts)		
Equivalent shares of Marriott common stock issued in exchange for Starwood outstanding shares		134.4
Marriott common stock price as of Merger Date	$	68.44
Fair value of Marriott common stock issued in exchange for Starwood outstanding shares		9,198
Cash consideration to Starwood shareholders, net of cash acquired of $1,116		2,412
Fair value of Marriott equity-based awards issued in exchange for vested Starwood equity-based awards		71
Total consideration transferred, net of cash acquired	$	11,681

Fair Values of Assets Acquired and Liabilities Assumed. The following table presents our fair value estimates of the assets that we acquired and the liabilities that we assumed on the Merger Date:

($ in millions)		**September 23, 2016 (as finalized)**
Working capital	$	(236)
Property and equipment, including assets held for sale		1,706
Identified intangible assets		7,238
Equity and cost method investments		537
Other noncurrent assets		200
Deferred income taxes, net		(1,464)
Guest loyalty program		(1,638)
Debt		(1,877)
Other noncurrent liabilities		(977)
Net assets acquired		3,489
Goodwill [1]		8,192
	$	11,681

(1) Goodwill primarily represents the value that we expect to obtain from synergies and growth opportunities from our combined operations, and it is not deductible for tax purposes. See Footnote 13 "Intangible Assets and Goodwill" for changes in our assignment of goodwill by reportable segment.

We estimated the value of the acquired property and equipment using a combination of the income, cost, and market approaches, which are primarily based on significant Level 2 and Level 3 assumptions, such as estimates of future income growth, capitalization rates, discount rates, and capital expenditure needs of the hotel properties. Our equity method investments consist primarily of partnership and joint venture interests in entities that own hotel real estate. We estimated the value of the underlying real estate using the same methods as for property and equipment described above. We primarily valued debt using quoted market prices, which are considered Level 1 inputs as they are observable in the market.

The following table presents our estimates of the fair values of Starwood's identified intangible assets and their related estimated useful lives.

	Estimated Fair Value (in millions)	Estimated Useful Life (in years)
Brands	$ 5,664	indefinite
Management Agreements and Lease Contract Intangibles	751	10 - 25
Franchise Agreements	746	10 - 80
Loyalty Program Marketing Rights	77	30
	$ 7,238	

We estimated the value of Starwood's brands using the relief-from-royalty method, which applies an estimated royalty rate to forecasted future cash flows, discounted to present value. We estimated the value of management and franchise agreements using the multi-period excess earnings method, which is a variation of the income approach. This method estimates an intangible asset's value based on the present value of the incremental after-tax cash flows attributable to the intangible asset. We valued the lease contract intangibles using an income approach. These valuation approaches utilize Level 3 inputs.

Pro Forma Results of Operations. We prepared unaudited pro forma information in accordance with applicable accounting standards, assuming we completed the Starwood Combination on January 1, 2015, and using our estimates of the fair values of assets and liabilities as of the Merger Date. Pro forma revenues totaled $22,492 million in 2016, and $21,937 million in 2015. Pro forma net income totaled $1,180 million in 2016, and reflected $113 million of integration costs. Pro forma net income totaled $967 million in 2015, and reflected $397 million of transaction and employee termination costs. These unaudited pro forma results do not reflect any synergies from operating efficiencies, and they are not necessarily indicative of what the actual results of operations of the combined company would have been if the Starwood Combination had occurred on January 1, 2015, nor are they indicative of future results of operations.

Dispositions

In the 2017 fourth quarter, Aramark purchased Avendra LLC, and we received a non-recurring pre-tax gain of $659 million for our 55 percent ownership interest in Avendra, which we reflected in the "Gains and other income, net" caption of our Income Statements. We committed to the owners of the hotels in our system that the benefits derived from Avendra, including any dividends or sale proceeds above our original investment, would be used for the benefit of the hotels in our system. Accordingly, we intend to utilize the net proceeds for the benefit of our system of hotels and are currently developing those plans. Spending under those plans will be expensed in our Income Statements and reduce our profitability in future periods. In conjunction with the sale of Avendra to Aramark, we entered into a new five-year procurement services agreement with Avendra for the benefit of our managed and owned properties in North America.

Since the Merger Date, we have sold the following properties we acquired in the Starwood Combination:

- In the 2018 first quarter, we sold The Sheraton Buenos Aires Hotel & Convention Center and Park Tower, A Luxury Collection Hotel, Buenos Aires, both Caribbean and Latin America properties, and received $105 million in cash.
- In the 2017 fourth quarter, we sold the Sheraton Centre Toronto Hotel, a North American Full-Service property that was owned on a long-term ground lease, and received C$335 million ($268 million) in cash.
- In the 2017 first quarter, we sold the Westin Maui, a North American Full-Service property that was owned on a long-term ground lease, and received $306 million in cash.
- In the 2016 fourth quarter, we sold The St. Regis San Francisco, a North American Full-Service property, and received $165 million in cash.

Additionally, in the 2017 second quarter, we sold the Charlotte Marriott City Center, a North American Full-Service property, and received $169 million in cash. We recognized a $24 million gain in the "Gains and other income, net" caption of our Income Statements. In the 2016 second quarter, we sold a North American Limited-Service segment plot of land and received $46 million in cash.

Planned Dispositions

At year-end 2017, we held $149 million of assets classified as "Assets held for sale" on our Balance Sheets related to the two Buenos Aires properties we sold in the 2018 first quarter, two Asia Pacific properties, and the remaining Miami Beach EDITION residences.

4. MERGER-RELATED COSTS AND CHARGES

The following table presents pre-tax merger-related costs and other charges that we incurred in connection with the Starwood Combination.

($ in millions)	2017	2016	2015
Merger-related costs and charges			
Transaction costs	$ 17	$ 53	$ —
Employee termination costs	11	241	—
Integration costs	131	92	—
	159	386	—
Interest expense	—	22	—
	$ 159	$ 408	$ —

Transaction costs represent costs related to the planning and execution of the Starwood Combination, primarily for financial advisory, legal, and other professional service fees. Employee termination costs represent charges and adjustments for employee severance, retention, and other termination related benefits. Integration costs primarily represent integration employee salaries and share-based compensation, change management consultants, and technology-related costs. Merger-related interest expense in 2016 reflects costs that we incurred for a bridge term loan facility commitment and incremental interest expense for debt incurred related to the Starwood Combination.

In connection with the Starwood Combination, we initiated a restructuring program to achieve cost synergies from our combined operations. We did not allocate costs associated with our restructuring program to any of our business segments. The following table presents our restructuring reserve activity during 2017:

($ in millions)	Liability for employee termination costs
Balance at year-end 2016	$ 192
Charges	8
Cash payments	(120)
Adjustments [1]	(13)
Balance at year-end 2017, classified in "Accrued expenses and other"	$ 67

(1) Adjustments primarily reflect the reversal of charges for certain employees who accepted other positions at the Company or resigned and the impact of cumulative translation adjustments.

5. EARNINGS PER SHARE

The table below illustrates the reconciliation of the earnings and number of shares used in our calculations of basic and diluted earnings per share:

(in millions, except per share amounts)	2017	2016	2015
Computation of Basic Earnings Per Share			
Net income	$ 1,372	$ 780	$ 859
Shares for basic earnings per share	375.2	290.9	267.3
Basic earnings per share	$ 3.66	$ 2.68	$ 3.22
Computation of Diluted Earnings Per Share			
Net income	$ 1,372	$ 780	$ 859
Shares for basic earnings per share	375.2	290.9	267.3
Effect of dilutive securities			
Share-based compensation	4.7	4.8	5.5
Shares for diluted earnings per share	379.9	295.7	272.8
Diluted earnings per share	$ 3.61	$ 2.64	$ 3.15

6. SHARE-BASED COMPENSATION

We award: (1) restricted stock units ("RSUs") of our common stock; (2) stock appreciation rights ("SARs") for our common stock; (3) stock options to purchase our common stock; and (4) deferred stock units. We also issue performance-based RSUs ("PSUs") to named executive officers and some of their direct reports.

We recorded share-based compensation expense of $181 million in 2017, $212 million in 2016, and $113 million in 2015. Deferred compensation costs for unvested awards totaled $168 million at year-end 2017 and $192 million at year-end 2016. As of year-end 2017, we expect to recognize deferred compensation expense over a weighted average period of two years.

RSUs and PSUs

We granted RSUs in 2017 to certain officers, key employees, and non-employee directors, and those units vest generally over four years in equal annual installments commencing one year after the grant date. Upon vesting, RSUs convert to shares of our common stock which we distribute from treasury shares. We granted PSUs in 2017 to certain executive officers, subject to continued employment and the satisfaction of certain performance conditions based on achievement of pre-established targets for Adjusted EBITDA, RevPAR Index, room openings, and/or net administrative expense over, or at the end of, a three-year performance period.

We had deferred compensation costs for RSUs of approximately $164 million at year-end 2017 and $188 million at year-end 2016. The weighted average remaining term for RSUs outstanding at year-end 2017 was two years.

The following table provides additional information on RSUs for the last three fiscal years:

	2017	2016	2015
Share-based compensation expense (in millions)	$ 172	$ 204	$ 103
Weighted average grant-date fair value (per RSU)	$ 85	$ 66	$ 78
Aggregate intrinsic value of distributed RSUs (in millions)	$ 322	$ 190	$ 195

The following table presents the changes in our outstanding RSUs during 2017 and the associated weighted average grant-date fair values:

	Number of RSUs (in millions)	Weighted Average Grant-Date Fair Value (per RSU)
Outstanding at year-end 2016	7.4	$ 61
Granted [1]	1.9	85
Distributed	(3.5)	59
Forfeited	(0.2)	72
Outstanding at year-end 2017	5.6	$ 71

(1) Includes 0.2 million PSUs.

SARs

We may grant SARs to officers and key employees ("Employee SARs") and to directors ("Director SARs"). Employee SARs expire ten years after the grant date and both vest and may be exercised in four equal annual installments commencing one year following the grant date. Director SARs generally expire ten years after the date of grant and vest upon grant; however, they are generally not exercisable until one year after grant. On exercise of SARs, holders receive the number of shares of our common stock equal to the number of SARs that are being exercised multiplied by the quotient of (a) the stock price on the date of exercise minus the exercise price, divided by (b) the stock price on the date of exercise.

We recognized compensation expense for Employee SARs and Director SARs of $9 million in 2017, $8 million in 2016, and $7 million in 2015. We had deferred compensation costs related to SARs of approximately $4 million in 2017 and $4 million in 2016.

The following table presents the changes in our outstanding SARs during 2017 and the associated weighted average exercise prices:

	Number of SARs (In millions)	Weighted Average Exercise Price
Outstanding at year-end 2016	4.6	$ 40
Granted	0.3	88
Exercised	(1.2)	33
Outstanding at year-end 2017	3.7	$ 47

The following tables show the number of Employee SARs and Director SARs we granted in the last three fiscal years, the associated weighted average exercise prices, and the associated weighted average grant-date fair values:

	2017	2016	2015
Employee SARs			
Employee SARs granted (in millions)	0.3	0.4	0.3
Weighted average exercise price (per SAR)	$ 88	$ 67	$ 83
Weighted average grant-date fair value (per SAR)	$ 30	$ 22	$ 26
Director SARs			
Director SARs granted	—	3,507	2,773
Weighted average exercise price (per SAR)	$ —	$ 69	$ 80
Weighted average grant-date fair value (per SAR)	$ —	$ 23	$ 29

Outstanding SARs had total intrinsic values of $329 million at year-end 2017 and $196 million at year-end 2016. Exercisable SARs had total intrinsic values of $289 million at year-end 2017 and $179 million at year-end 2016. SARs exercised during 2017 had total intrinsic values of $80 million, and SARs exercised in 2016 had total intrinsic values of $58 million.

We used the following assumptions to determine the fair value of the SARs we granted to employees and non-employee directors in 2017, 2016, and 2015:

	2017	2016	2015
Expected volatility	30.9%	30.4%	29.9%
Dividend yield	1.3%	1.3%	1.0%
Risk-free rate	2.4%	1.7 - 2.4%	1.9 - 2.3%
Expected term (in years)	8	8 - 10	6 - 10

In making these assumptions, we base expected volatility on the historical movement of the Company's stock price. We base risk-free rates on the corresponding U.S. Treasury spot rates for the expected duration at the date of grant, which we convert to a continuously compounded rate. The dividend yield assumption takes into consideration both historical levels and expectations of future dividend payout. The weighted average expected terms for SARs are an output of our valuation model which utilizes historical data in estimating the time period that the SARs are expected to remain unexercised. We calculate the expected terms for SARs for separate groups of retirement eligible and non-retirement eligible employees and non-employee directors. Our valuation model also uses historical data to estimate exercise behaviors, which include determining the likelihood that employees will exercise their SARs before expiration at a certain multiple of stock price to exercise price.

Other Information

At year-end 2017, we had 32 million remaining shares authorized under the Stock Plan and Starwood LTIP.

7. INCOME TAXES

The components of our earnings before income taxes for the last three fiscal years consisted of:

($ in millions)	2017	2016	2015
U.S.	$ 1,983	$ 813	$ 896
Non-U.S.	853	371	359
	$ 2,836	$ 1,184	$ 1,255

Our provision for income taxes for the last three fiscal years consists of:

($ in millions)		2017	2016	2015
Current	-U.S. Federal	$ (1,253)	$ (203)	$ (167)
	-U.S. State	(152)	(41)	(40)
	-Non-U.S.	(178)	(56)	(50)
		(1,583)	(300)	(257)
Deferred	-U.S. Federal	107	(61)	(131)
	-U.S. State	(26)	(14)	(7)
	-Non-U.S.	38	(29)	(1)
		119	(104)	(139)
		$ (1,464)	$ (404)	$ (396)

In 2017, our tax provision included an excess tax benefit of $72 million related to the vesting or exercise of share-based awards. Our tax provision did not reflect excess tax benefits of $32 million in 2016 and $34 million in 2015, as these periods were before our adoption of ASU 2016-09. In our Statements of Cash Flows, we presented excess tax benefits as financing cash flows before our adoption of ASU 2016-09.

Unrecognized Tax Benefits

The following table reconciles our unrecognized tax benefit balance for each year from the beginning of 2015 to the end of 2017:

($ in millions)	Amount
Unrecognized tax benefit at beginning of 2015	$ 10
Change attributable to tax positions taken during the current period	15
Decrease attributable to settlements with taxing authorities	—
Decrease attributable to lapse of statute of limitations	(1)
Unrecognized tax benefit at year-end 2015	24
Additions from Starwood Combination	387
Change attributable to tax positions taken in prior years	(3)
Change attributable to tax positions taken during the current period	16
Decrease attributable to settlements with taxing authorities	(2)
Decrease attributable to lapse of statute of limitations	(1)
Unrecognized tax benefit at year-end 2016	421
Change attributable to tax positions taken in prior years	12
Change attributable to tax positions taken during the current period	87
Decrease attributable to settlements with taxing authorities	(28)
Decrease attributable to lapse of statute of limitations	(1)
Unrecognized tax benefit at year-end 2017	$ 491

These unrecognized tax benefits reflect the following year-over-year changes: (1) a $70 million increase in 2017, largely attributable to a federal tax issue related to the 2017 Tax Act; (2) a $397 million increase in 2016, largely attributable to Legacy-Starwood unrecognized tax benefits assumed in the Starwood Combination; and (3) a $14 million increase in 2015, largely attributable to a U.S. federal tax issue regarding transfer pricing.

Our unrecognized tax benefit balances included $385 million at year-end 2017, $288 million at year-end 2016, and $15 million at year-end 2015 of tax positions that, if recognized, would impact our effective tax rate. It is reasonably possible that we will settle $83 million of unrecognized tax benefits within the next twelve months. This includes $59 million of U.S. federal issues that are currently in appeals, $20 million of state and non-U.S. audits we expect to resolve in 2018, and $3 million related to issues for which statutes of limitations will expire in 2018. We recognize accrued interest and penalties for our unrecognized tax benefits as a component of tax expense. Related interest totaled $24 million in 2017, $8 million in 2016, and $3 million in 2015.

We file income tax returns, including returns for our subsidiaries, in various jurisdictions around the world. The U.S. Internal Revenue Service ("IRS") has examined our federal income tax returns, and as of year-end 2017, we have settled all issues for tax years through 2013 for Marriott and through 2006 for Starwood. In the 2018 first quarter, we settled all issues for Starwood through 2009. Our Marriott 2014 and 2015 tax year audits are substantially complete, and our Marriott 2016 tax year audit is currently ongoing. Starwood is currently under audit by the IRS for years 2010 through 2012. Various foreign, state, and local income tax returns are also under examination by the applicable taxing authorities.

Deferred Income Taxes

Deferred income tax balances reflect the effects of temporary differences between the carrying amounts of assets and liabilities and their tax bases, as well as from net operating loss and tax credit carry-forwards. We state those balances at the enacted tax rates we expect will be in effect when we pay or recover the taxes. Deferred income tax assets represent amounts available to reduce income taxes we will pay on taxable income in future years. We evaluate our ability to realize these future tax deductions and credits by assessing whether we expect to have sufficient future taxable income from all sources, including reversal of taxable temporary differences, forecasted operating earnings, and available tax planning strategies to utilize these future deductions and credits. We establish a valuation allowance when we no longer consider it more likely than not that a deferred tax asset will be realized.

The following table presents the tax effect of each type of temporary difference and carry-forward that gave rise to significant portions of our deferred tax assets and liabilities as of year-end 2017 and year-end 2016:

($ in millions)	At Year-End 2017	At Year-End 2016
Deferred Tax Assets		
Employee benefits	$ 274	$ 430
Net operating loss carry-forwards	375	320
Accrued expenses and other reserves	145	204
Receivables, net	29	134
Tax credits	27	79
Frequent guest program	12	42
Deferred income	14	20
Self-insurance	12	15
Other	—	32
Deferred tax assets	888	1,276
Valuation allowance	(313)	(249)
Deferred tax assets after valuation allowance	575	1,027
Deferred Tax Liabilities		
Joint venture interests	(43)	(8)
Property and equipment	(47)	(199)
Intangibles	(963)	(1,724)
Other	(33)	—
Deferred tax liabilities	(1,086)	(1,931)
Net deferred taxes	$ (511)	$ (904)

Our valuation allowance is attributable to non-U.S. and U.S. state net operating loss carry forwards. During 2017, our valuation allowance increased primarily due to current year net operating losses in Luxembourg.

At year-end 2017, we had approximately $12 million of tax credits that will expire through 2025 and $15 million of tax credits that do not expire. We recorded $6 million of net operating loss benefits in 2017 and $5 million in 2016. At year-end 2017, we had approximately $2,250 million of primarily state and foreign net operating losses, of which $1,346 million will expire through 2037.

Reconciliation of U.S. Federal Statutory Income Tax Rate to Actual Income Tax Rate

The following table reconciles the U.S. statutory tax rate to our effective income tax rate for the last three fiscal years:

	2017	2016	2015
U.S. statutory tax rate	35.0 %	35.0 %	35.0 %
U.S. state income taxes, net of U.S. federal tax benefit	3.1	2.9	2.9
Non-U.S. income	(7.8)	(6.8)	(5.2)
Change in valuation allowance	2.1	0.3	1.2
Change in uncertain tax positions	2.3	1.5	0.4
Change in U.S. tax rate	(5.6)	0.0	0.0
Transition Tax on foreign earnings	23.9	0.0	0.0
Excess tax benefits related to equity awards	(2.5)	0.0	0.0
Other, net	1.1	1.2	(2.8)
Effective rate	51.6 %	34.1 %	31.5 %

The non-U.S. income tax benefit presented in the table above includes a tax rate incentive in Singapore, a deemed interest deduction in Switzerland, and tax-exempt income earned from certain operations in Luxembourg, which collectively represented (6.2)% in 2017, (7.4)% in 2016, and (4.8)% in 2015. We included the impact of these items in the foreign tax rate differential line above because we consider them to be equivalent to a reduction of the statutory tax rates in these jurisdictions. Pre-tax income in Switzerland, Singapore, and Luxembourg totaled $576 million in 2017, $271 million in 2016, and $182 million in 2015.

Other Information

We paid cash for income taxes, net of refunds of $636 million in 2017, $293 million in 2016, and $218 million in 2015.

Tax Cuts and Jobs Act of 2017

The 2017 Tax Act was enacted on December 22, 2017, and significantly changes how the U.S. taxes corporations. The 2017 Tax Act requires complex computations that were not previously required by U.S. tax law, significant judgments in interpretation of the provisions of the 2017 Tax Act and significant estimates in calculations, and the preparation and analysis of information not previously relevant or regularly produced. The U.S. Treasury Department, the IRS, and other standard-setting bodies could interpret or issue guidance on how provisions of the 2017 Tax Act will be applied or otherwise administered that differs from our interpretation.

Although we have not completed our accounting for the effects of the 2017 Tax Act, we have where possible made reasonable estimates of the 2017 Tax Act's effects on our existing deferred tax balances and the one-time transition tax, as described below. In cases where we have not been able to make reasonable estimates of the impact of the 2017 Tax Act, as described below, we continue to account for those items based on our existing accounting under ASC 740, Income Taxes, and the provisions of the tax laws that were in effect immediately before enactment of the 2017 Tax Act. In all cases, we will continue to refine our calculations as we complete additional analyses. As we complete our analysis, collect and prepare necessary data, and interpret any additional regulatory or accounting guidance, we may make adjustments to the provisional amounts we have recorded during a measurement period of up to one year from the enactment of the 2017 Tax Act that could materially impact our provision for income taxes in the periods in which we make such adjustments.

Our provisional estimate of the impact of the 2017 Tax Act resulted in an increase of $586 million to our 2017 income tax provision due to the one-time transition tax, partially offset by a benefit from the reduction of the U.S. federal corporate tax rate, as described below.

Reduction of U.S. federal corporate tax rate. The 2017 Tax Act reduced the U.S. federal corporate tax rate from 35 percent to 21 percent, effective January 1, 2018. In 2017, we recorded a provisional estimated net tax benefit of $159 million for our year-end deferred tax assets and liabilities. While we have made a reasonable estimate of the impact of the federal corporate tax rate reduction, that estimate could change as we complete our analyses of all impacts of the 2017 Tax Act, including, but not limited to, our calculation of deemed repatriation of deferred foreign income and the state tax effect of adjustments made to federal temporary differences.

Deemed Repatriation Transition Tax. The Deemed Repatriation Transition Tax ("Transition Tax") is a new one-time tax on previously untaxed earnings and profits ("E&P") of certain of our foreign subsidiaries accumulated post-1986 through year-

end 2017. In addition to U.S. federal income taxes, the deemed repatriation of such E&P may result in additional state income taxes in some of the U.S. states in which we operate. We recorded a provisional estimated federal and state Transition Tax expense of $745 million in 2017. This estimate could change as we finalize our calculations and inputs, including the determination of untaxed post-1986 E&P and amounts held in cash or other specified assets.

The 2017 Tax Act does not provide for additional income taxes for any remaining undistributed foreign earnings not subject to the Transition Tax, or for any additional outside basis differences inherent in foreign entities, as these amounts continue to be indefinitely reinvested in those foreign operations. Substantially all our unremitted foreign earnings that have not been previously taxed have now been subjected to U.S. taxation under the Transition Tax. We have made no additional provision for U.S. income taxes or additional non-U.S. taxes on the remaining unremitted accumulated earnings of non-U.S. subsidiaries. It is not practical at this time to determine the income tax liability related to any remaining undistributed earnings or additional basis difference not subject to the Transition Tax.

State net operating losses and valuation allowances. We must assess whether our state net operating loss valuation allowances are affected by various aspects of the 2017 Tax Act. As discussed above, we have recorded provisional amounts related to the state income taxes for certain portions of the 2017 Tax Act, but we have not completed our analysis for the states where we have net operating loss carryovers and valuation allowances. Because we have not yet completed our determination of the need for, or any change in, any valuation allowance, we have not yet recorded any change to valuation allowances as a result of the 2017 Tax Act.

The 2017 Tax Act also included a new provision designed to tax global intangible low-taxed income ("GILTI"). Under U.S. GAAP, we may make an accounting policy election to either (1) treat any taxes on GILTI inclusions as a current-period expense when incurred (the "period cost method") or (2) factor such amounts into our measurement of our deferred taxes (the "deferred method"). We have not yet adopted either accounting policy because we have not completed our analysis of this provision.

8. COMMITMENTS AND CONTINGENCIES

Guarantees

We issue guarantees to certain lenders and hotel owners, chiefly to obtain long-term management contracts. The guarantees generally have a stated maximum funding amount and a term of three to ten years. The terms of guarantees to lenders generally require us to fund if cash flows from hotel operations are inadequate to cover annual debt service or to repay the loan at maturity. The terms of the guarantees to hotel owners generally require us to fund if the hotels do not attain specified levels of operating profit. Guarantee fundings to lenders and hotel owners are generally recoverable out of future hotel cash flows and/or proceeds from the sale of hotels. We also enter into project completion guarantees with certain lenders in conjunction with hotels that we or our joint venture partners are building.

We present the maximum potential amount of our future guarantee fundings and the carrying amount of our liability for our debt service, operating profit, and other guarantees for which we are the primary obligor at year-end 2017 in the following table:

($ in millions) **Guarantee Type**	**Maximum Potential Amount of Future Fundings**	**Recorded Liability for Guarantees**
Debt service	$ 130	$ 18
Operating profit	237	110
Other	10	2
	$ 377	$ 130

Our liability at year-end 2017 for guarantees for which we are the primary obligor is reflected in our Balance Sheets as $3 million of "Accrued expenses and other" and $127 million of "Other noncurrent liabilities."

Our guarantees listed in the preceding table include $6 million of debt service guarantees, $40 million of operating profit guarantees, and $2 million of other guarantees that will not be in effect until the underlying properties open and we begin to operate the properties or certain other events occur.

In conjunction with financing obtained for specific projects or properties owned by us or joint ventures in which we are a party, we may provide industry standard indemnifications to the lender for loss, liability, or damage occurring as a result of the actions of the other joint venture owner or our own actions.

Contingent Purchase Obligations

Times Square EDITION. We granted the lenders the right, upon an uncured event of default by the hotel owner under, and an acceleration of, the mortgage loan, to require us to purchase the hotel component of the property for $315 million during a period of 2 years after opening, which the lenders may extend for up to 3 years to complete foreclosure if the loan has been accelerated and certain other conditions are met. We accounted for this contingent purchase obligation as a guarantee, and our recorded liability at year-end 2017 was $2 million.

Sheraton Grand Chicago. We granted the owner a one-time right, exercisable in 2022, to require us to purchase the leasehold interest in the land and the hotel for $300 million in cash (the "put option"). If the owner exercises the put option, we have the option to purchase, at the same time the put transaction closes, the underlying fee simple interest in the land for an additional $200 million in cash. We accounted for the put option as a guarantee, and our recorded liability at year-end 2017 was $57 million.

We concluded that the entity that owns the Sheraton Grand Chicago hotel is a variable interest entity. We did not consolidate the entity because we do not have the power to direct the activities that most significantly impact the entity's economic performance. Our maximum exposure to loss related to the entity is equal to the difference between the purchase price and the fair value of the hotel at the time that the put option is exercised, plus the maximum funding amount of an operating profit guarantee that we provided for the hotel.

Commitments

At year-end 2017, we had the following commitments outstanding, which are not recorded on our Balance Sheets:

- We have a right and, under certain circumstances, an obligation to acquire our joint venture partner's remaining interests in two joint ventures over the next four years at a price based on the performance of the ventures. In conjunction with this contingent obligation, we advanced $20 million (€15 million) in deposits, $13 million (€11 million) of which are remaining. The amounts on deposit are refundable to the extent that we do not acquire our joint venture partner's remaining interests.
- A commitment to invest $25 million of equity for a non-controlling interest in a joint venture that plans to develop a North American Full-Service hotel, which we expect to fund in 2018.
- A commitment to invest up to $10 million of equity for a non-controlling interest in a partnership that evaluates investment opportunities in travel-related emerging technology companies, which we expect to fund in 2018.
- Various loan commitments totaling $26 million, of which we expect to fund $15 million in 2018 and $10 million thereafter. We do not expect to fund the remaining commitment.
- Various commitments to purchase information technology hardware, software, accounting, finance, and maintenance services in the normal course of business, primarily for programs and services for which we are reimbursed by third-party owners, totaling $366 million. We expect to purchase goods and services subject to these commitments as follows: $188 million in 2018, $125 million in 2019, $49 million in 2020, and $4 million thereafter.
- Several commitments aggregating $49 million, which we do not expect to fund.

Letters of Credit

At year-end 2017, we had $162 million of letters of credit outstanding (all outside the Credit Facility, as defined in Footnote 11 "Long-Term Debt"), most of which were for our self-insurance programs. Surety bonds issued as of year-end 2017, totaled $155 million, most of which state governments requested in connection with our self-insurance programs.

Other Contingencies

In connection with the Starwood Combination, we continue to assess various regulatory compliance matters at several foreign Legacy-Starwood locations, including compliance with the U.S. Foreign Corrupt Practices Act. The results of this assessment may give rise to contingencies that could require us to accrue expenses. While any such amounts are not currently estimable, we continue to evaluate potential contingencies as we gather more information.

9. LEASES

The following table presents our future minimum lease obligations for which we are the primary obligor as of year-end 2017:

($ in millions)	Operating Leases	Capital Leases
2018	$ 187	$ 13
2019	187	14
2020	167	14
2021	143	13
2022	154	14
Thereafter	1,454	178
Total minimum lease payments where we are the primary obligor	$ 2,292	$ 246
Less: Amount representing interest		75
Present value of minimum lease payments		$ 171

Most leases have initial terms of up to 20 years, contain one or more renewals at our option, generally for five- or 10-year periods, and generally contain fixed and variable components. The variable components of leases of land or building facilities are primarily based on operating performance of the leased property.

The following table details the composition of rent expense for operating leases for the last three years:

($ in millions)	2017	2016	2015
Minimum rentals	$ 194	$ 150	$ 138
Additional rentals	85	67	65
	$ 279	$ 217	$ 203

10. SELF-INSURANCE RESERVE FOR LOSSES AND LOSS ADJUSTMENT EXPENSES

The following table summarizes the activity in our self-insurance reserve for losses and loss adjustment expenses as of year-end 2017 and 2016:

($ in millions)	2017	2016
Balance at beginning of year	$ 522	$ 416
Less: Reinsurance recoverable	(3)	(3)
Net balance at beginning of year	519	413
Assumed in the Starwood Combination	—	91
Incurred related to:		
Current year	163	140
Prior years	(46)	(20)
Total incurred	117	120
Paid related to:		
Current year	(30)	(26)
Prior years	(74)	(79)
Total paid	(104)	(105)
Net balance at end of year	532	519
Add: Reinsurance recoverable	3	3
Balance at end of year	$ 535	$ 522
Current portion classified in "Accrued expenses and other"	$ 146	$ 142
Noncurrent portion classified in "Other noncurrent liabilities"	389	380
	$ 535	$ 522

Our current year provision for incurred losses increased by $23 million, primarily due to the inclusion of Legacy-Starwood properties for the full year 2017. We decreased our provision for incurred losses for prior years by $46 million in

2017 and by $20 million in 2016 because of changes in estimates from insured events from prior years due to changes in underwriting experience and frequency and severity trends.

11. LONG-TERM DEBT

We provide detail on our long-term debt balances, net of discounts, premiums, and debt issuance costs, in the following table at year-end 2017 and 2016:

($ in millions)	At Year-End 2017	At Year-End 2016
Senior Notes:		
Series I Notes, interest rate of 6.4%, face amount of $293, matured June 15, 2017 (effective interest rate of 6.5%)	$ —	$ 293
Series K Notes, interest rate of 3.0%, face amount of $600, maturing March 1, 2019 (effective interest rate of 4.4%)	598	597
Series L Notes, interest rate of 3.3%, face amount of $350, maturing September 15, 2022 (effective interest rate of 3.4%)	348	348
Series M Notes, interest rate of 3.4%, face amount of $350, maturing October 15, 2020 (effective interest rate of 3.6%)	348	347
Series N Notes, interest rate of 3.1%, face amount of $400, maturing October 15, 2021 (effective interest rate of 3.4%)	397	396
Series O Notes, interest rate of 2.9%, face amount of $450, maturing March 1, 2021 (effective interest rate of 3.1%)	447	446
Series P Notes, interest rate of 3.8%, face amount of $350, maturing October 1, 2025 (effective interest rate of 4.0%)	345	344
Series Q Notes, interest rate of 2.3%, face amount of $750, maturing January 15, 2022 (effective interest rate of 2.5%)	744	742
Series R Notes, interest rate of 3.1%, face amount of $750, maturing June 15, 2026 (effective interest rate of 3.3%)	743	742
Series S Notes, interest rate of 6.8%, face amount of $324, maturing May 15, 2018 (effective interest rate of 1.7%)	330	346
Series T Notes, interest rate of 7.2%, face amount of $181, maturing December 1, 2019 (effective interest rate of 2.3%)	197	206
Series U Notes, interest rate of 3.1%, face amount of $291, maturing February 15, 2023 (effective interest rate of 3.1%)	291	291
Series V Notes, interest rate of 3.8%, face amount of $318, maturing March 15, 2025 (effective interest rate of 2.8%)	337	340
Series W Notes, interest rate of 4.5%, face amount of $278, maturing October 1, 2034 (effective interest rate of 4.1%)	292	293
Commercial paper	2,371	2,311
Credit Facility	—	—
Capital lease obligations	171	173
Other	279	291
	$ 8,238	$ 8,506
Less: Current portion of long-term debt	(398)	(309)
	$ 7,840	$ 8,197

All our long-term debt is recourse to us but unsecured. All the Senior Notes shown in the table above are our unsecured and unsubordinated obligations, which rank equally with our other Senior Notes and all other unsecured and unsubordinated indebtedness that we have issued or will issue from time to time, and are governed by the terms of an indenture, dated as of November 16, 1998, between us and The Bank of New York Mellon (formerly The Bank of New York), as trustee. We may redeem some or all of each series of the Senior Notes before maturity under the terms provided in the applicable form of Senior Note.

We are party to a multicurrency revolving credit agreement (the "Credit Facility") that provides for up to $4,000 million of aggregate effective borrowings to support our commercial paper program and general corporate needs, including working capital, capital expenditures, share repurchases, letters of credit, and acquisitions. Borrowings under the Credit Facility generally bear interest at LIBOR (the London Interbank Offered Rate) plus a spread, based on our public debt rating. We also pay quarterly fees on the Credit Facility at a rate based on our public debt rating. While any outstanding commercial paper borrowings and/or borrowings under our Credit Facility generally have short-term maturities, we classify the outstanding borrowings as long-term based on our ability and intent to refinance the outstanding borrowings on a long-term basis. The Credit Facility expires on June 10, 2021.

The following table presents future principal payments, net of discounts, premiums, and debt issuance costs, for our debt as of year-end 2017:

Debt Principal Payments *($ in millions)*	Amount
2018	$ 398
2019	843
2020	365
2021	3,233
2022	1,114
Thereafter	2,285
Balance at year-end 2017	$ 8,238

We paid cash for interest, net of amounts capitalized, of $234 million in 2017, $165 million in 2016, and $114 million in 2015.

12. PENSION AND OTHER POSTRETIREMENT BENEFITS

We sponsor numerous funded and unfunded domestic and international defined benefit pension plans. All defined benefit plans covering U.S. employees are frozen, meaning that employees do not accrue additional benefits. Certain plans covering non-U.S. employees remain active. We also sponsor the Starwood Retiree Welfare Program, which provides health care and life insurance benefits for certain eligible retired employees.

Effective December 7, 2015, the trustees of certain of our international pension plans located in the U.K. entered into a "Buy-In" agreement with Legal & General Assurance Society Limited ("LGAS") to transfer the benefit obligations under these plans to LGAS. We expect that certain of these plans will move from a "Buy-in" to a "Buy-out" status during 2018, at which point we will complete the transfer of the benefit obligations to LGAS.

The following tables show changes in plan assets and accumulated benefit obligations and the funded status of our defined benefit pension and other postretirement benefit plans at year-end 2017 and 2016:

	Domestic Pension Benefits		Foreign Pension Benefits		Other Postretirement Benefits	
($ in millions)	2017	2016	2017	2016	2017	2016
Plan Assets						
Beginning fair value of plan assets [1]	$ —	$ —	$ 262	$ 278	$ —	$ —
Actual return on plan assets, net of expenses	—	—	29	(10)	—	—
Employer contribution	2	1	2	2	1	—
Effect of foreign exchange rates	—	—	10	(6)	—	—
Benefits paid	(2)	(1)	(9)	(2)	(1)	—
Ending fair value of plan assets	$ —	$ —	$ 294	$ 262	$ —	$ —
Accumulated Benefit Obligations						
Beginning benefit obligations [1]	$ 21	$ 23	$ 229	$ 251	$ 15	$ 16
Interest cost	1	—	8	2	—	—
Actuarial loss (gain)	1	(1)	10	(17)	—	(1)
Effect of foreign exchange rates	—	—	8	(5)	—	—
Benefits paid	(2)	(1)	(9)	(2)	(1)	—
Ending accumulated benefit obligations	$ 21	$ 21	$ 246	$ 229	$ 14	$ 15
Funded Status						
Overfunded (underfunded) at year-end	$ (21)	$ (21)	$ 48	$ 33	$ (14)	$ (15)

[1] Beginning balances in 2016 represent assets acquired and liabilities assumed on the Merger Date.

The following table shows the classification of overfunded and (underfunded) amounts in our Balance Sheets at year-end 2017 and 2016:

($ in millions)	At Year-End 2017	At Year-End 2016
Other noncurrent assets	$ 56	$ 40
Accrued expenses and other	(3)	(3)
Other noncurrent liabilities	(40)	(40)
	$ 13	$ (3)

The following table shows the benefit obligations for pension plans with accumulated benefit obligations that exceed the fair value of plan assets:

	Domestic Pension Benefits		Foreign Pension Benefits	
($ in millions)	2017	2016	2017	2016
Projected benefit obligation	$ 21	$ 21	$ 8	$ 7
Accumulated benefit obligation	21	21	7	7
Fair value of plan assets	—	—	—	—

The weighted average assumptions used to determine benefit obligations at year-end 2017 and 2016 were as follows:

	Domestic Pension Benefits		Foreign Pension Benefits		Other Postretirement Benefits	
	2017	2016	2017	2016	2017	2016
Discount rate	3.50%	3.75%	3.30%	3.54%	3.50%	3.74%
Rate of compensation increase [1]	n/a	n/a	3.02%	3.02%	n/a	n/a

(1) Rate of compensation increase is not applicable to domestic pension benefits as all domestic plans are frozen and do not accrue additional benefits, or to other postretirement benefits as it is not an input in the benefit obligation determination.

Our investment objectives for plan assets are to minimize asset value volatility and to ensure the assets are sufficient to pay plan benefits. The target asset allocation is 31% debt securities, 31% equity securities, and 38% other. We consider several factors in assessing the expected return on plan assets, including current and expected allocation of plan assets, investment strategy, historical rates of return and our expectations, as well as investment expert expectations, for investment performance over approximately a ten-year period.

The following tables present our fair value hierarchy of plan assets at year-end 2017 and 2016:

	At Year-End 2017				At Year-End 2016			
($ in millions)	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Assets:								
Mutual funds	$ 86	$ —	$ —	$ 86	$ 79	$ —	$ —	$ 79
Collective trusts	—	1	101	102	—	1	93	94
Equity index trusts	94	—	—	94	77	—	—	77
Money markets	1	9	—	10	1	9	—	10
Bond index funds	—	2	—	2	—	2	—	2
	$ 181	$ 12	$ 101	$ 294	$ 157	$ 12	$ 93	$ 262

The collective trust assets include investments in insurance contracts, which we valued using significant unobservable inputs, including plan specific data and bond interest rates. We value all other assets using quoted market prices in active markets or other observable inputs.

The following table shows our expected future pension and other postretirement benefit plan payments for the next ten years:

($ in millions)	Domestic Pension Benefits	Foreign Pension Benefits	Other Postretirement Benefits	Total
2018	$ 2	$ 17	$ 1	$ 20
2019	2	10	1	13
2020	2	10	1	13
2021	2	11	1	14
2022	2	11	1	14
2023-2027	7	59	5	71

13. INTANGIBLE ASSETS AND GOODWILL

The following table details the composition of our intangible assets at year-end 2017 and 2016:

($ in millions)	At Year-End 2017	At Year-End 2016
Definite-lived Intangible Assets		
Contract acquisition costs and other	$ 3,530	$ 3,276
Accumulated amortization	(579)	(447)
	2,951	2,829
Indefinite-lived Intangible Brand Assets	5,854	6,441
	$ 8,805	$ 9,270

We capitalize both direct and incremental costs that we incur to acquire management, franchise, and license agreements. We amortize these costs on a straight-line basis over the initial term of the agreements, ranging from 15 to 30 years. Our amortization expense totaled $185 million in 2017, $87 million in 2016, and $65 million in 2015. We estimate that our aggregate amortization expense will be $180 million for each of the next five fiscal years.

The following table details the carrying amount of our goodwill at year-end 2017 and 2016:

($ in millions)	North American Full-Service	North American Limited-Service	Asia Pacific	Other International	Total Goodwill
Year-end 2016 balance:					
Goodwill	$ 2,905	$ 1,558	$ 1,572	$ 1,617	$ 7,652
Accumulated impairment losses	—	(54)	—	—	(54)
	2,905	1,504	1,572	1,617	7,598
Adjustments [1]	$ 664	$ 255	$ 276	$ 223	$ 1,418
Foreign currency translation	16	10	80	85	191
Year-end 2017 balance:					
Goodwill	$ 3,585	$ 1,823	$ 1,928	$ 1,925	$ 9,261
Accumulated impairment losses	—	(54)	—	—	(54)
	$ 3,585	$ 1,769	$ 1,928	$ 1,925	$ 9,207

(1) The table reflects adjustments to our goodwill from the Starwood Combination during the measurement period.

14. PROPERTY AND EQUIPMENT

The following table presents the composition of our property and equipment balances at year-end 2017 and 2016:

($ in millions)	At Year-End 2017	At Year-End 2016
Land	$ 601	$ 654
Buildings and leasehold improvements	1,052	1,352
Furniture and equipment	1,121	1,159
Construction in progress	116	155
	2,890	3,320
Accumulated depreciation	(1,097)	(985)
	$ 1,793	$ 2,335

We record property and equipment at cost, including interest and real estate taxes we incur during development and construction. We capitalize the cost of improvements that extend the useful life of property and equipment when we incur them. These capitalized costs may include structural costs, equipment, fixtures, floor, and wall coverings. We expense all repair and maintenance costs when we incur them. We compute depreciation using the straight-line method over the estimated useful lives of the assets (generally three to 40 years), and we amortize leasehold improvements over the shorter of the asset life or lease term. Our gross depreciation expense totaled $231 million in 2017, $157 million in 2016, and $132 million in 2015 (of which $125 million in 2017, $76 million in 2016, and $58 million in 2015 was included in reimbursed costs). Fixed assets attributed to operations located outside the U.S. were $705 million in 2017 and $1,000 million in 2016.

15. NOTES RECEIVABLE

The following table presents the composition of our notes receivable balances, net of reserves and unamortized discounts, at year-end 2017 and 2016:

($ in millions)	At Year-End 2017	At Year-End 2016
Senior, mezzanine, and other loans	$ 149	$ 248
Less: Current portion	(7)	(3)
	$ 142	$ 245

We did not have any past due notes receivable amounts at the end of either 2017 or 2016. The unamortized discounts for our notes receivable were $19 million at year-end 2017 and $22 million at year-end 2016.

The following table presents the expected future principal payments, net of reserves and unamortized discounts, as well as interest rates for our notes receivable as of year-end 2017:

Notes Receivable Principal Payments *($ in millions)*	Amount
2018	$ 7
2019	35
2020	14
2021	23
2022	5
Thereafter	65
Balance at year-end 2017	$ 149
Weighted average interest rate at year-end 2017	5.4%
Range of stated interest rates at year-end 2017	0 - 18%

At year-end 2017, our recorded investment in impaired senior, mezzanine, and other loans was $95 million, and we had a $72 million allowance for credit losses, leaving $23 million of exposure to our investment in impaired loans. At year-end 2016, our recorded investment in impaired senior, mezzanine, and other loans was $74 million, and we had a $57 million allowance for credit losses, leaving $17 million of exposure to our investment in impaired loans. Our average investment in impaired senior, mezzanine, and other loans totaled $84 million during 2017, $73 million during 2016, and $67 million during 2015.

16. FAIR VALUE OF FINANCIAL INSTRUMENTS

We believe that the fair values of our current assets and current liabilities approximate their reported carrying amounts. We present the carrying values and the fair values of noncurrent financial assets and liabilities that qualify as financial instruments, determined under current guidance for disclosures on the fair value of financial instruments, in the following table:

	At Year-End 2017		At Year-End 2016	
($ in millions)	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Senior, mezzanine, and other loans	$ 142	$ 130	$ 245	$ 231
Total noncurrent financial assets	$ 142	$ 130	$ 245	$ 231
Senior Notes	$ (5,087)	$ (5,126)	$ (5,438)	$ (5,394)
Commercial paper	(2,371)	(2,371)	(2,311)	(2,311)
Other long-term debt	(217)	(221)	(280)	(284)
Other noncurrent liabilities	(178)	(178)	(59)	(59)
Total noncurrent financial liabilities	$ (7,853)	$ (7,896)	$ (8,088)	$ (8,048)

We estimate the fair value of our senior, mezzanine, and other loans by discounting cash flows using risk-adjusted rates, both of which are Level 3 inputs.

We estimate the fair value of our other long-term debt, including the current portion and excluding leases, using expected future payments discounted at risk-adjusted rates, which are Level 3 inputs. We determine the fair value of our Senior Notes using quoted market prices, which are directly observable Level 1 inputs. As noted in Footnote 11 "Long-Term Debt," even though our commercial paper borrowings generally have short-term maturities of 30 days or less, we classify outstanding commercial paper borrowings as long-term based on our ability and intent to refinance them on a long-term basis. As we are a frequent issuer of commercial paper, we use pricing from recent transactions as Level 2 inputs in estimating fair value. At year-end 2017 and year-end 2016, we determined that the carrying value of our commercial paper approximated fair value due to the short maturity. Our other noncurrent liabilities largely consist of guarantees. As we note in the "Guarantees" caption of Footnote 2 "Summary of Significant Accounting Policies," we measure our liability for guarantees at fair value on a nonrecurring basis, which is when we issue or modify a guarantee using Level 3 internally developed inputs. At year-end 2017 and year-end 2016, we determined that the carrying values of our guarantee liabilities approximated their fair values based on Level 3 inputs.

See the "Fair Value Measurements" caption of Footnote 2 "Summary of Significant Accounting Policies" for more information on the input levels we use in determining fair value.

17. ACCUMULATED OTHER COMPREHENSIVE LOSS

The following table details the accumulated other comprehensive income (loss) activity for 2017, 2016, and 2015:

($ in millions)	Foreign Currency Translation Adjustments	Derivative Instrument Adjustments	Available-For-Sale Securities Unrealized Adjustments	Pension and Postretirement Adjustments	Accumulated Other Comprehensive Loss
Balance at year-end 2014	$ (72)	$ (9)	$ 11	$ —	$ (70)
Other comprehensive (loss) income before reclassifications [1]	(123)	10	(7)	—	(120)
Amounts reclassified from accumulated other comprehensive loss	3	(9)	—	—	(6)
Net other comprehensive (loss) income	(120)	1	(7)	—	(126)
Balance at year-end 2015	$ (192)	$ (8)	$ 4	$ —	$ (196)
Other comprehensive (loss) income before reclassifications [1]	(311)	1	2	5	(303)
Amounts reclassified from accumulated other comprehensive loss	—	2	—	—	2
Net other comprehensive (loss) income	(311)	3	2	5	(301)
Balance at year-end 2016	$ (503)	$ (5)	$ 6	$ 5	$ (497)
Other comprehensive income (loss) before reclassifications [1]	478	(14)	(2)	7	469
Amounts reclassified from accumulated other comprehensive loss	2	9	—	—	11
Net other comprehensive income (loss)	480	(5)	(2)	7	480
Balance at year-end 2017	$ (23)	$ (10)	$ 4	$ 12	$ (17)

(1) Other comprehensive income (loss) before reclassifications for foreign currency translation adjustments includes (losses) gains on intra-entity foreign currency transactions that are of a long-term investment nature of $(147) million for 2017, $69 million for 2016, and $48 million for 2015.

18. BUSINESS SEGMENTS

We are a diversified global lodging company with operations in the following reportable business segments:

- *North American Full-Service*, which includes our Luxury and Premium brands located in the U.S. and Canada;
- *North American Limited-Service*, which includes our Select brands located in the U.S. and Canada; and
- *Asia Pacific*, which includes all brand tiers in our Asia Pacific region.

The following operating segments do not meet the applicable accounting criteria for separate disclosure as reportable business segments: Caribbean and Latin America, Europe, and Middle East and Africa. We present these operating segments together as "Other International" in the tables below.

We evaluate the performance of our operating segments using "segment profits" which is based largely on the results of the segment without allocating corporate expenses, income taxes, or indirect general, administrative, and other expenses. We assign gains and losses, equity in earnings or losses from our joint ventures, and direct general, administrative, and other expenses to each of our segments. "Unallocated corporate" represents a portion of our revenues, including license fees we receive from our credit card programs and fees from vacation ownership licensing agreements, general, administrative, and other expenses, equity in earnings or losses, and other gains or losses that we do not allocate to our segments. In 2016, "Unallocated corporate" also included the impact of Legacy-Starwood operations for the eight days ended September 30, 2016, as we did not allocate Legacy-Starwood's results to our segments for the period between the Merger Date and the end of the 2016 third quarter.

Our President and Chief Executive Officer, who is our "chief operating decision maker" ("CODM"), monitors assets for the consolidated company, but does not use assets by operating segment when assessing performance or making operating segment resource allocations.

Segment Revenues

($ in millions)	2017	2016	2015
North American Full-Service	$ 14,300	$ 10,376	$ 8,825
North American Limited-Service	4,002	3,561	3,193
Asia Pacific	1,344	761	516
Other International	2,658	1,875	1,684
Unallocated corporate	590	499	268
Total consolidated revenues	$ 22,894	$ 17,072	$ 14,486

Revenues attributed to operations located outside the U.S. were $4,840 million in 2017, $3,181 million in 2016, and $2,761 million in 2015.

Segment Profits

($ in millions)	2017	2016	2015
North American Full-Service	$ 1,182	$ 777	$ 561
North American Limited-Service	816	698	651
Asia Pacific	345	176	98
Other International	386	231	194
Unallocated corporate	357	(499)	(111)
Interest expense, net of interest income	(250)	(199)	(138)
Income taxes	(1,464)	(404)	(396)
Net income	$ 1,372	$ 780	$ 859

Segment profits attributed to operations located outside the U.S. were $852 million in 2017, $462 million in 2016, and $329 million in 2015. The 2017 segment profits consisted of segment profits of $345 million from Asia Pacific, $212 million from Europe, $111 million from the Caribbean and Latin America, $63 million from the Middle East and Africa, and $121 million from other locations.

Depreciation and Amortization

($ in millions)	2017	2016	2015
North American Full-Service	$ 111	$ 67	$ 55
North American Limited-Service	26	23	21
Asia Pacific	36	12	5
Other International	87	45	35
Unallocated corporate	30	21	23
	$ 290	$ 168	$ 139

Capital Expenditures

($ in millions)	2017	2016	2015
North American Full-Service	$ 21	$ 35	$ 120
North American Limited-Service	10	7	7
Asia Pacific	12	1	11
Other International	42	38	75
Unallocated corporate	155	118	92
	$ 240	$ 199	$ 305

19. RELATED PARTY TRANSACTIONS

Equity Method Investments

We have equity method investments in entities that own properties for which we provide management services and receive fees. We also have equity method investments in entities that provide management and/or franchise services to hotels and receive fees. In addition, in some cases we provide loans, preferred equity, or guarantees to these entities.

The following tables present financial data resulting from transactions with these related parties:

Income Statement Data

($ in millions)	2017	2016	2015
Base management fees	$ 28	$ 18	$ 15
Incentive management fees	15	10	3
Owned, leased, and other revenue	2	—	1
Cost reimbursements	360	193	197
Total revenue	$ 405	$ 221	$ 216
Reimbursed costs	$ (360)	$ (193)	$ (197)
Depreciation, amortization, and other	(5)	(2)	(2)
General, administrative, and other	(1)	—	(1)
Gains and other income, net	658	1	—
Interest income	4	5	5
Equity in earnings	39	10	16

Balance Sheet Data

($ in millions)	At Year-End 2017	At Year-End 2016
Current assets		
Accounts and notes receivable, net	$ 42	$ 27
Prepaid expenses and other	1	1
Intangible assets		
Contract acquisition costs and other	48	23
Equity method investments	734	723
Deferred tax assets	—	6
Other noncurrent assets	17	17
Current liabilities		
Accounts payable	(11)	(4)
Accrued expenses and other	(18)	(22)
Deferred tax liabilities	(41)	(56)
Other noncurrent liabilities	(2)	(4)

Undistributed earnings attributable to our equity method investments represented approximately $15 million of our consolidated retained earnings at year-end 2017.

Summarized Financial Information for Investees

The following tables present summarized financial information for the entities in which we have equity method investments:

($ in millions)	2017	2016 [1]	2015
Sales	$ 1,176	$ 747	$ 615
Net income	$ 222	$ 101	$ 44

($ in millions)	At Year-End 2017	At Year-End 2016
Assets (primarily composed of hotel real estate managed by us)	$ 2,234	$ 2,249
Liabilities	$ 1,649	$ 1,677

(1) 2016 sales and net income for entities in which we acquired an investment through the Starwood Combination are for the period from the Merger Date to year-end 2016.

The carrying amount of our equity method investments was $734 million at year-end 2017 and $723 million at year-end 2016. This value exceeded our share of the book value of the investees' net assets by $441 million at year-end 2017 and $491 million at year-end 2016, primarily due to the value that we assigned to land, contracts, and buildings owned by the investees.

Other Related Parties

We received management fees of approximately $13 million in 2017, $13 million in 2016, and $13 million in 2015, plus reimbursement of certain expenses, from our operation of properties owned by JWM Family Enterprises, L.P., which is beneficially owned and controlled by J.W. Marriott, Jr., Deborah Marriott Harrison, and other members of the Marriott family.

20. RELATIONSHIP WITH MAJOR CUSTOMER

Host Hotels & Resorts, Inc., formerly known as Host Marriott Corporation, and its affiliates ("Host") owned or leased 84 lodging properties at year-end 2017 and 87 lodging properties at year-end 2016 that we operated or franchised. Over the last three years, we recognized revenues, including cost reimbursements revenue, of $2,645 million in 2017, $1,991 million in 2016, and $1,888 million in 2015 from those lodging properties, and included those revenues in our North American Full-Service and North American Limited-Service reportable business segments, and our Caribbean and Latin America and Europe operating segments.

Host is also a partner in certain unconsolidated partnerships that own lodging properties that we operate under long-term agreements. Host was affiliated with eight such properties at year-end 2017 and eight such properties at year-end 2016. We recognized revenues, including cost reimbursements revenue, of $113 million in 2017, $98 million in 2016, and $103 million in 2015 from those lodging properties, and included those revenues in our North American Full-Service reportable business segment and our Europe operating segment.

SUPPLEMENTARY DATA
QUARTERLY FINANCIAL DATA – UNAUDITED

($ in millions, except per share data)	2017				
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Fiscal Year
Revenues	$ 5,561	$ 5,795	$ 5,663	$ 5,875	$ 22,894
Operating income	$ 537	$ 620	$ 632	$ 570	$ 2,359
Net income	$ 365	$ 414	$ 392	$ 201 [2]	$ 1,372
Basic earnings per share [1]	$ 0.95	$ 1.09	$ 1.05	$ 0.55	$ 3.66
Diluted earnings per share [1]	$ 0.94	$ 1.08	$ 1.04	$ 0.54	$ 3.61

($ in millions, except per share data)	2016				
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Fiscal Year
Revenues	$ 3,772	$ 3,902	$ 3,942	$ 5,456	$ 17,072
Operating income	$ 367	$ 389	$ 171	$ 441	$ 1,368
Net income	$ 219	$ 247	$ 70	$ 244	$ 780
Basic earnings per share [1]	$ 0.86	$ 0.97	$ 0.26	$ 0.63	$ 2.68
Diluted earnings per share [1]	$ 0.85	$ 0.96	$ 0.26	$ 0.62	$ 2.64

(1) The sum of the earnings per share for the four quarters differs from annual earnings per share due to the required method of computing the weighted average shares in interim periods.

(2) Includes our provisional income tax expense estimate of $586 million under the 2017 Tax Act and a gain of $659 million from the disposition of our ownership interest in Avendra.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.

None.

Item 9A. Controls and Procedures.

Disclosure Controls and Procedures

As of the end of the period covered by this annual report, we evaluated, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, the effectiveness of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934 (the "Exchange Act"). Management necessarily applied its judgment in assessing the costs and benefits of those controls and procedures, which by their nature, can provide only reasonable assurance about management's control objectives. You should note that the design of any system of controls is based in part upon certain assumptions about the likelihood of future events, and we cannot assure you that any design will succeed in achieving its stated goals under all potential future conditions, regardless of how remote. Based upon this evaluation, our Chief Executive Officer and the Chief Financial Officer concluded that our disclosure controls and procedures were effective and operating to provide reasonable assurance that we record, process, summarize and report the information we are required to disclose in the reports that we file or submit under the Exchange Act within the time periods specified in the rules and forms of the SEC, and to provide reasonable assurance that we accumulate and communicate such information to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions about required disclosure.

Internal Control Over Financial Reporting

We have set forth management's report on internal control over financial reporting and the attestation report of our independent registered public accounting firm on the effectiveness of our internal control over financial reporting in Part II, Item 8 of this Form 10-K, and we incorporate those reports here by reference.

We made no changes in internal control over financial reporting during the fourth quarter of 2017 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information.

None.

PART III

Items 10, 11, 12, 13, 14.

As described below, we incorporate by reference in this Annual Report on Form 10-K certain information appearing in the Proxy Statement that we will furnish to our shareholders for our 2018 Annual Meeting of Shareholders.

Item 10. Directors, Executive Officers, and Corporate Governance.	We incorporate this information by reference to "Our Board of Directors," "Section 16(a) Beneficial Ownership Reporting Compliance," "Audit Committee," "Transactions with Related Persons," and "Selection of Director Nominees" sections of our Proxy Statement. We have included information regarding our executive officers and our Code of Ethics below.
Item 11. Executive Compensation.	We incorporate this information by reference to the "Executive and Director Compensation" and "Compensation Committee Interlocks and Insider Participation" sections of our Proxy Statement.
Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.	We incorporate this information by reference to the "Securities Authorized for Issuance Under Equity Compensation Plans" and the "Stock Ownership" sections of our Proxy Statement.
Item 13. Certain Relationships and Related Transactions, and Director Independence.	We incorporate this information by reference to the "Transactions with Related Persons" and "Director Independence" sections of our Proxy Statement.
Item 14. Principal Accounting Fees and Services.	We incorporate this information by reference to the "Independent Registered Public Accounting Firm Fee Disclosure" and the "Pre-Approval of Independent Auditor Fees and Services Policy" sections of our Proxy Statement.

EXECUTIVE OFFICERS OF THE REGISTRANT

We include below certain information on our executive officers. This information is as of February 1, 2018, except where indicated.

Name and Title	Age	Business Experience
J.W. Marriott, Jr. Executive Chairman and Chairman of the Board	85	J.W. Marriott, Jr. was elected Executive Chairman effective March 31, 2012, having relinquished his position as Chief Executive Officer. He served as Chief Executive Officer of the Company and its predecessors since 1972. He joined Marriott in 1956, became President and a Director in 1964, Chief Executive Officer in 1972, and Chairman of the Board in 1985. Mr. Marriott serves on the Board of The J. Willard & Alice S. Marriott Foundation and the Executive Committee of the World Travel & Tourism Council. Mr. Marriott has served as a Director of the Company and its predecessors since 1964. He holds a Bachelor of Science degree in banking and finance from the University of Utah.
Arne M. Sorenson President and Chief Executive Officer	59	Arne M. Sorenson is President and Chief Executive Officer of Marriott. Mr. Sorenson became the third CEO in the Company's history in 2012. Before that, he served as Marriott's President and Chief Operating Officer. He has held a number of positions since joining Marriott in 1996, including Executive Vice President, Chief Financial Officer, President of Continental European Lodging, and Senior Vice President of Business Development. He was elected to Marriott's Board of Directors in 2011. Additionally, Mr. Sorenson served as Vice Chair of the President's Export Council. He is the immediate past Board Chair for Brand USA and continues as a member of the Board. He was most recently elected to the Microsoft Board of Directors. Other affiliations include: Chair, U.S. Travel Association CEO Roundtable; member of Business Roundtable; member of the Business Council; member of the Board of the Warrior Scholar Project; member of the Luther College Board of Regents; Stewardship Board of the World Economic Forum System Initiative on Shaping the Future of Mobility; and member of the Board of Trustees for The Brookings Institution. Before joining Marriott in 1996, Mr. Sorenson was a Partner with the law firm Latham & Watkins in Washington, D.C. He holds a Bachelor of Arts degree from Luther College in Decorah, Iowa and a J.D. from the University of Minnesota Law School.
Bao Giang Val Bauduin Controller and Chief Accounting Officer	41	Val Bauduin became our Controller and Chief Accounting Officer in June 2014, with responsibility for the accounting operations of the Company including oversight of Financial Reporting & Analysis, Accounting Policy, Governance, Risk Management (Insurance, Claims, Business Continuity, Fire & Life Safety), Accenture Hospitality Services and the Corporate Finance Business Partners. Before joining Marriott, Mr. Bauduin was a Partner and U.S. Hospitality leader of Deloitte & Touche LLP from 2011 to 2014, where he served as a Travel, Hospitality & Leisure industry expert for Deloitte teams globally. Before that, Mr. Bauduin was a Senior Manager of Deloitte from 2005 to 2011. He has a strong international background, and has built and led cross-functional (tax, valuation, and IT) international professional service teams engaged at diverse client organizations, including several large and well-known public hospitality clients. He has supported complex capital market transactions, spinoffs, and real estate development projects related to gaming and hospitality. Mr. Bauduin earned a Bachelor of Arts in Economics from the University of Notre Dame and a Master of Business Administration in Finance from The Wharton School at the University of Pennsylvania. He is also a Certified Public Accountant.

Name and Title	Age	Business Experience
Anthony G. Capuano Executive Vice President and Global Chief Development Officer	52	Anthony G. Capuano became Marriott's Executive Vice President and Global Chief Development Officer in 2009. He is responsible for the global development of all Marriott lodging brands and supervises 20 offices outside of North America as well as multiple offices across North America. Mr. Capuano began his Marriott International career in 1995 as part of the Market Planning and Feasibility team. Between 1997 and 2005, he led Marriott's full-service development efforts in the Western U.S. and Canada. In early 2008, his responsibilities expanded to include all of North America and the Caribbean and Latin America. Mr. Capuano began his professional career in Laventhol and Horwath's Boston-based Leisure Time Advisory Group. He then joined Kenneth Leventhal and Company's hospitality consulting group in Los Angeles, CA. Mr. Capuano earned his bachelor's degree in Hotel Administration from Cornell University. He is an active member of the Cornell Society of Hotelmen and a member of The Cornell School of Hotel Administration Dean's Advisory Board. Mr. Capuano is also a member of the American Hotel and Lodging Association's Industry Real Estate Financial Advisory Council.
David Grissen Group President	60	David Grissen became Group President effective February 2014, assuming additional responsibility for The Ritz-Carlton and Global Operations Services. He became the Group President for the Americas in 2012, with responsibility for all business activities including Operations, Sales and Marketing, Revenue Management, Human Resources, Engineering, Rooms Operations, Food and Beverage, Retail, Spa, Information Technology and Development. Before this, he served as President, Americas from 2010; Executive Vice President of the Eastern Region from 2005; Senior Vice President of the Mid-Atlantic Region and Senior Vice President of Finance and Business Development from 2000. Mr. Grissen is chair of the Americas' Hotel Development Committee and a member of the Lodging Strategy Group and Corporate Growth Committee. He is a member of the Board of Directors of Regis Corporation. Mr. Grissen holds a Bachelor of Arts degree from Michigan State University and earned his Master of Business Administration from Loyola University in Chicago.
Alex Kyriakidis President & Managing Director Middle East & Africa	65	Alex Kyriakidis became President and Managing Director, Middle East & Africa (MEA), for Marriott in 2012. He is responsible for all business activities for MEA, including Development, Brands, Sales, Marketing, Finance, Human Resources, Legal, and Operations. Before joining Marriott in 2012, Mr. Kyriakidis served as Global Managing Director - Travel, Hospitality & Leisure for Deloitte LLP. In this role, Mr. Kyriakidis led the Global Travel, Hospitality & Leisure Industry team, where he was responsible for a team of 4,500 professionals. He has dozens of years of experience providing strategic, financial, M&A, operational, asset management and integration services to the travel, hospitality and leisure sectors and has served clients in 25 countries, predominantly in the EMEA and Asia/Pacific regions. Mr. Kyriakidis is a fellow of the Arab Society of Certified Accountants, the British Association of Hotel Accountants, and the Institute of Chartered Accountants in England and Wales. He holds a Bachelor of Science degree in computer science and mathematics from Leeds University in the United Kingdom.
Stephanie Linnartz Executive Vice President and Global Chief Commercial Officer	49	Stephanie Linnartz became the Global Chief Commercial Officer in March 2013 and was named an executive officer in February 2014. She has responsibility for the Company's brand management, marketing, digital, sales, reservations, revenue management, consumer insight, and information technology functions. Before assuming her current position, Ms. Linnartz served as Global Officer, Sales and Revenue Management from 2009 to 2013; Senior Vice President, Global Sales from 2008 to 2009; and Senior Vice President, Sales and Marketing Planning and Support from 2005 to 2008. She holds a bachelor's degree in Political Science and Government from the College of the Holy Cross and earned her Master of Business Administration from the College of William and Mary.

Name and Title	Age	Business Experience
Amy C. McPherson President & Managing Director Europe	56	Amy C. McPherson was appointed President and Managing Director of Europe, a division that encompasses Continental Europe, the United Kingdom, and Ireland, in July 2009. Ms. McPherson joined Marriott in 1986 and most recently served as Executive Vice President of Global Sales and Marketing responsible for the Company's global and field sales, marketing, Marriott Rewards program, revenue management, and eCommerce from 2005 until she was named to her current position. Other key positions held by Ms. McPherson include Senior Vice President of Business Transformation and Integration, and Vice President of Finance and Business Development. Before joining Marriott, she worked for Air Products & Chemicals in Allentown, PA. She earned her Bachelor of Business Administration in Management and Economics from James Madison University and received her Master of Business Administration in Finance from the College of William and Mary.
Kathleen K. Oberg Executive Vice President and Chief Financial Officer	57	Kathleen ("Leeny") K. Oberg was appointed as Marriott's Chief Financial Officer, effective January 1, 2016. Most recently, Ms. Oberg was the Chief Financial Officer for The Ritz-Carlton since 2013, where she contributed significantly to the brand's performance, growth, and organizational effectiveness. Previously, Ms. Oberg served in a range of financial leadership positions with Marriott. From 2008 to 2013, she was the Company's Senior Vice President, Corporate and Development Finance, where she led a team that valued new hotel development projects and merger and acquisition opportunities, prepared the Company's long-range plans and annual budgets, and made recommendations for the Company's financial and capital allocation strategy. From 2006 to 2008, Ms. Oberg served in London as Senior Vice President, International Project Finance and Asset Management for Europe and the Middle East and Africa, and as the region's senior finance executive. Ms. Oberg first joined Marriott as part of its Investor Relations group in 1999. Before joining Marriott, Ms. Oberg held a variety of financial leadership positions with such organizations as Sodexo (previously Sodexo Marriott Services), Sallie Mae, Goldman Sachs, and Chase Manhattan Bank. She earned her Bachelor of Science in Finance/Management Information Systems from the University of Virginia, McIntyre School of Business and received her Master of Business Administration from Stanford University Graduate School of Business.
Rena Hozore Reiss Executive Vice President and General Counsel	58	Rena Hozore Reiss became Executive Vice President and General Counsel in December 2017. Ms. Reiss previously held the position of Executive Vice President, General Counsel and Corporate Secretary at Hyatt Hotels where she led a global legal team supporting all facets of Hyatt's business, and oversaw Hyatt's risk management team and corporate transactions group. Prior to her position with Hyatt, Ms. Reiss was an attorney in Marriott's law department from 2000 to 2010 building her career in roles with increasing responsibility and ultimately holding the position of Senior Vice President and Associate General Counsel in which she led Marriott's development efforts in the America's region. Before joining Marriott, Ms. Reiss was a partner at Counts & Kanne, Chartered, in Washington, D.C. and Associate General Counsel at the Miami Herald Publishing Company. She earned her A.B. from Princeton University and her J.D. from Harvard Law School.
David A. Rodriguez Executive Vice President and Global Chief Human Resources Officer	59	David A. Rodriguez was appointed Executive Vice President and Global Chief Human Resources Officer in 2006. Before joining Marriott in 1998, he held senior roles in human resources at Citicorp (now Citigroup) from 1989 through 1998. Dr. Rodriguez holds a Bachelor of Arts degree and a doctorate degree in industrial/organizational psychology from New York University. He is an elected fellow of the National Academy of Human Resources, a vice chair and member of the executive committees of the Human Resources Policy Association and the American Health Policy Institute, and a governor on the board of the Health Transformation Alliance.

Name and Title	Age	Business Experience
Craig S. Smith President & Managing Director Asia Pacific	55	Craig S. Smith became President and Managing Director of Asia Pacific in June 2015, assuming the responsibility for the strategic leadership of all operational and development functions spanning 25 countries and regions and 23 brands. Mr. Smith began his career with Marriott in 1988. Before his current position, Mr. Smith served as President of Marriott's Caribbean and Latin American region from 2011 to 2015. Before moving to the Caribbean and Latin American region in 2011, he was Executive Vice President and Chief Operations Officer for Asia Pacific. As the son of an American diplomat, Mr. Smith has lived in 13 countries, working in North America, the Caribbean, Latin America, Asia Pacific, and Australia. He is fluent in Spanish and conversant in Portuguese. Mr. Smith earned his Master of Business Administration from the Rotman School of Management at the University of Toronto and a Bachelor of Science from Brigham Young University.

Code of Ethics and Business Conduct Guide

The Company has long maintained and enforced a Code of Ethics that applies to all Marriott associates, including our Chairman of the Board, Chief Executive Officer, Chief Financial Officer, and Principal Accounting Officer, and to each member of the Board. The Code of Ethics is encompassed in our Business Conduct Guide, which is available in the Investor Relations section of our website (www.marriott.com/investor) by clicking on "Governance" and then "Documents & Charters." We intend to post on that website any future changes or amendments to our Code of Ethics, and any waiver of our Code of Ethics that applies to our Chairman of the Board, any of our executive officers, or a member of our Board within four business days following the date of the amendment or waiver.

PART IV

Item 15. Exhibits and Financial Statement Schedules.

LIST OF DOCUMENTS FILED AS PART OF THIS REPORT

(1) FINANCIAL STATEMENTS

We include this portion of Item 15 under Part II, Item 8 of this Report on Form 10-K.

(2) FINANCIAL STATEMENT SCHEDULES

We include the financial statement schedule information required by the applicable accounting regulations of the SEC in the notes to our financial statements and incorporate that information in this Item 15 by reference.

(3) EXHIBITS

Any shareholder who wants a copy of the following Exhibits may obtain one from us upon request at a charge that reflects the reproduction cost of such Exhibits. Requests should be made to the Secretary, Marriott International, Inc., 10400 Fernwood Road, Department 52/862, Bethesda, MD 20817.

We have not filed as exhibits certain instruments defining the rights of holders of the long-term debt of Marriott or its subsidiary Starwood Hotels & Resorts Worldwide, LLC, pursuant to Item 601(b)(4)(iii) of Regulation S-K promulgated under the Exchange Act, because the amount of debt authorized and outstanding under each such instrument does not exceed 10% of the total assets of the Company's and its consolidated subsidiaries. The Company agrees to furnish a copy of any such instrument to the Commission upon request.

Exhibit No.	Description	Incorporation by Reference (where a report is indicated below, that document has been previously filed with the SEC and the applicable exhibit is incorporated by reference thereto)
2.1	Agreement and Plan of Merger, dated as of November 15, 2015, by and among the Company, Starwood, and certain of their subsidiaries.	Exhibit No. 2.1 to our Form 8-K filed November 16, 2015 (File No. 001-13881).
2.2	Amendment No. 1 to Agreement and Plan of Merger, dated March 20, 2016, by and among the Company, Starwood, and certain of their subsidiaries.	Exhibit No. 2.1 to our Form 8-K filed March 21, 2016 (File No. 001-13881).
2.3	Agreement and Plan of Merger, dated as of October 27, 2015, among Starwood, Vistana Signature Experiences, Inc., Iris Merger Sub, Inc., and Interval Leisure Group, Inc.	Exhibit 2.1 to Starwood's Form 8-K/A filed November 3, 2015 (File No. 001-07959).
2.4	Separation Agreement, dated as of October 27, 2015, among Starwood, Vistana Signature Experience, Inc., and Interval Leisure Group, Inc.	Exhibit 2.2 to Starwood's Form 8-K/A filed November 3, 2015 (File No. 001-07959).
3.1	Restated Certificate of Incorporation.	Exhibit No. 3(i) to our Form 8-K filed August 22, 2006 (File No. 001-13881).
3.2	Amended and Restated Bylaws.	Exhibit No. 3.(ii) to our Form 8-K filed February 14, 2017 (File No. 001-13881).
4.1	Form of Common Stock Certificate.	Exhibit No. 4.5 to our Form S-3ASR filed December 8, 2005 (File No. 333-130212).
4.2	Indenture dated as of November 16, 1998, between the Company and The Bank of New York Mellon, as successor to JPMorgan Chase Bank, N.A., formerly known as The Chase Manhattan Bank.	Exhibit No. 4.1 to our Form 10-K for the fiscal year ended January 1, 1999 (File No. 001-13881).

Exhibit No.	Description	Incorporation by Reference (where a report is indicated below, that document has been previously filed with the SEC and the applicable exhibit is incorporated by reference thereto)
10.1	U.S. $4,000,000,000 Fourth Amended and Restated Credit Agreement dated as of June 10, 2016 with Bank of America, N.A. as administrative agent and certain banks.	Exhibit No. 10 to our Form 8-K filed June 13, 2016 (File No. 001-13881).
10.2	License, Services and Development Agreement entered into on November 17, 2011, among the Company, Marriott Worldwide Corporation, Marriott Vacations Worldwide Corporation, and the other signatories thereto.	Exhibit No. 10.1 to our Form 8-K filed November 21, 2011 (File No. 001-13881).
10.3	License, Services and Development Agreement entered into on November 17, 2011, among The Ritz-Carlton Hotel Company, L.L.C., Marriott Vacations Worldwide Corporation, and the other signatories thereto.	Exhibit No. 10.2 to our Form 8-K filed November 21, 2011 (File No. 001-13881).
10.4	Marriott Rewards Affiliation Agreement entered into on November 17, 2011, among the Company, Marriott Rewards, L.L.C., Marriott Vacations Worldwide Corporation and certain of its subsidiaries, Marriott Ownership Resorts, Inc., and the other signatories thereto.	Exhibit No. 10.5 to our Form 8-K filed November 21, 2011 (File No. 001-13881).
10.5	Non-Competition Agreement entered into on November 17, 2011, with Marriott Vacations Worldwide Corporation.	Exhibit No. 10.6 to our Form 8-K filed November 21, 2011 (File No. 001-13881).
10.6	License, Services and Development Agreement, dated as of May 11, 2016, among Starwood, Vistana Signature Experiences, Inc., and Interval Leisure Group, Inc.	Exhibit 10.1 to Starwood's Form 8-K filed May 12, 2016 (File No. 001-07959).
10.7	Noncompetition Agreement, dated as of May 11, 2016, between Starwood and Vistana Signature Experiences, Inc.	Exhibit 10.2 to Starwood's Form 8-K filed May 12, 2016 (File No. 001-07959).
*10.8	Marriott International, Inc. Stock and Cash Incentive Plan, as Amended Through February 13, 2014.	Exhibit A to our Definitive Proxy Statement filed April 4, 2014 (File No. 001-13881).
*10.8.1	Amendment dated August 7, 2014 to the Marriott International, Inc. Stock and Cash Incentive Plan.	Exhibit No. 10 to our Form 10-Q filed October 29, 2014 (File No. 001-13881).
*10.8.2	Amendment dated September 23, 2016 to the Marriott International, Inc. Stock and Cash Incentive Plan	*Filed with this report.*
*10.8.3	Amendment dated May 5, 2017 to the Marriott International, Inc. Stock and Cash Incentive Plan	*Filed with this report.*
*10.9	Marriott International, Inc. Executive Deferred Compensation Plan, Amended and Restated as of January 1, 2009.	Exhibit No. 99 to our Form 8-K filed August 6, 2009 (File No. 001-13881).
*10.9.1	Amendment to the Marriott International, Inc. Executive Deferred Compensation Plan, effective January 1, 2010.	*Filed with this report.*
*10.9.2	Amendment to the Marriott International, Inc. Executive Deferred Compensation Plan, effective April 1, 2010.	*Filed with this report.*

Exhibit No.	Description	Incorporation by Reference (where a report is indicated below, that document has been previously filed with the SEC and the applicable exhibit is incorporated by reference thereto)
*10.9.3	Amendment to the Marriott International, Inc. Executive Deferred Compensation Plan, effective October 25, 2011.	*Filed with this report.*
*10.9.4	Amendment to the Marriott International, Inc. Executive Deferred Compensation Plan, effective November 19, 2011.	*Filed with this report.*
*10.9.5	Amendment to the Marriott International, Inc. Executive Deferred Compensation Plan, effective January 1, 2013.	*Filed with this report.*
*10.9.6	Amendment to the Marriott International, Inc. Executive Deferred Compensation Plan, effective September 23, 2016 (409A).	*Filed with this report.*
*10.9.7	Amendment to the Marriott International, Inc. Executive Deferred Compensation Plan, effective September 23, 2016 (Starwood deferral elections).	*Filed with this report.*
*10.10	Form of Employee Non-Qualified Stock Option Agreement for the Marriott International, Inc. Stock and Cash Incentive Plan.	*Filed with this report.*
*10.10.1	Form of Senior Executive Supplemental Non-Qualified Stock Option Agreement for the Marriott International, Inc. Stock and Cash Incentive Plan	*Filed with this report.*
*10.11	Form of Executive Restricted Stock Unit/MI Shares Agreement for the Marriott International, Inc. Stock and Cash Incentive Plan.	*Filed with this report.*
*10.11.1	Form of Retention Executive Restricted Stock Unit Agreement for the Marriott International, Inc. Stock and Cash Incentive Plan	*Filed with this report.*
*10.12	Form of Stock Appreciation Right Agreement for the Marriott International, Inc. Stock and Cash Incentive Plan	*Filed with this report.*
*10.12.1	Form of Senior Executive Supplemental Stock Appreciation Right Agreement for the Marriott International, Inc. Stock and Cash Incentive Plan	*Filed with this report.*
*10.12.2	Form of Stock Appreciation Right Agreement for the Marriott International, Inc. Stock and Cash Incentive Plan (For Non-Employee Directors)	*Filed with this report.*
*10.13	Form of Performance Share Unit Award Agreement for the Marriott International, Inc. Stock and Cash Incentive Plan.	*Filed with this report.*
*10.13.1	Form of Business Integration Performance Share Unit Award Agreement for the Marriott International Inc. Stock and Cash Incentive Plan	*Filed with this report.*
*10.14	Summary of Marriott International, Inc. Director Compensation.	Exhibit No. 10.18 to our form 10-K filed February 18, 2016 (File No. 001-13881).
*10.15	Marriott International, Inc. Executive Officer Incentive Plan and Executive Officer Individual Performance Plan.	Exhibit No. 10.10 to our Form 10-K filed February 15, 2008 (File No. 001-13881).

Exhibit No.	Description	Incorporation by Reference (where a report is indicated below, that document has been previously filed with the SEC and the applicable exhibit is incorporated by reference thereto)
*10.16	Starwood 1999 Long-Term Incentive Compensation Plan.	Exhibit 10.4 to Starwood's Form 10-Q for the quarterly period ended June 30, 1999 (File No. 001-07959).
*10.16.1	First Amendment to the Starwood 1999 Long-Term Incentive Compensation Plan, dated as of August 1, 2001.	Exhibit 10.1 to Starwood's Form 10-Q for the quarterly period ended September 30, 2001 (File No. 001-07959).
*10.16.2	Second Amendment to the Starwood 1999 Long-Term Incentive Compensation Plan.	Exhibit 10.2 to Starwood's Form 10-Q for the quarterly period ended March 31, 2003 (File No. 001-07959).
*10.17	Starwood 2002 Long-Term Incentive Compensation Plan.	Annex B of Starwood's 2002 Notice of Annual Meeting and Proxy Statement filed April 12, 2002 (File No. 001-07959).
*10.17.1	First Amendment to the Starwood 2002 Long-Term Incentive Compensation Plan.	Exhibit 10.1 to Starwood's Form 10-Q for the quarterly period ended March 31, 2003 (File No. 001-07959).
*10.18	Starwood 2004 Long-Term Incentive Compensation Plan, amended and restated as of December 31, 2008.	Exhibit 10.3 to Starwood's Form 8-K filed January 6, 2009 (File No. 001-07959).
*10.18.1	First Amendment to the Starwood 2004 Long-Term Incentive Compensation Plan.	Exhibit 10.1 to Starwood's Form 10-Q for the quarterly period ended June 30, 2013 (File No. 001-07959).
*10.19	Starwood 2013 Long-Term Incentive Compensation Plan.	Exhibit 4.4 to Starwood's Form S-8 filed June 28, 2013 (File No. 333-189674).
*10.19.1	Amendment dated May 5, 2017 to the Starwood 2013 Long-Term Incentive Compensation Plan.	*Filed with this report.*
*10.20	Amendment dated June 29, 2016 to the Starwood 2013 Long-Term Incentive Compensation Plan, the Starwood 2004 Long-Term Incentive Compensation Plan, the Starwood 2002 Long-Term Incentive Compensation Plan, and the Starwood 1999 Long-Term Incentive Compensation Plan.	*Filed with this report.*
*10.21	Amendment dated September 23, 2016 to the Starwood 2013 Long-Term Incentive Compensation Plan, the Starwood 2004 Long-Term Incentive Compensation Plan, the Starwood 2002 Long-Term Incentive Compensation Plan, and the Starwood 1999 Long-Term Incentive Compensation Plan.	*Filed with this report.*
*10.22	Amendment dated November 10, 2016 to the Marriott International, Inc. Stock and Cash Incentive Plan, the Starwood 2013 Long-Term Incentive Compensation Plan, the Starwood 2004 Long-Term Incentive Compensation Plan, the Starwood 2002 Long-Term Incentive Compensation Plan, and the Starwood 1999 Long-Term Incentive Compensation Plan.	*Filed with this report.*
†10.34	Side Letter Agreement dated as of September 21, 2016 among the Company, Marriott Vacations Worldwide, and certain of their subsidiaries.	Exhibit No. 10.1 to our Form 10-Q filed November 9, 2016 (File No. 001-13881).
12	Statement of Computation of Ratio of Earnings to Fixed Charges.	*Filed with this report.*
21	Subsidiaries of Marriott International, Inc.	*Filed with this report.*

Exhibit No.	Description	Incorporation by Reference (where a report is indicated below, that document has been previously filed with the SEC and the applicable exhibit is incorporated by reference thereto)
23	Consent of Ernst & Young LLP.	*Filed with this report.*
31.1	Certification of Chief Executive Officer Pursuant to Rule 13a-14(a).	*Filed with this report.*
31.2	Certification of Chief Financial Officer Pursuant to Rule 13a-14(a).	*Filed with this report.*
32	Section 1350 Certifications.	*Furnished with this report.*
101.INS	XBRL Instance Document.	*Submitted electronically with this report.*
101.SCH	XBRL Taxonomy Extension Schema Document.	*Submitted electronically with this report.*
101.CAL	XBRL Taxonomy Calculation Linkbase Document.	*Submitted electronically with this report.*
101.DEF	XBRL Taxonomy Extension Definition Linkbase.	*Submitted electronically with this report.*
101.LAB	XBRL Taxonomy Label Linkbase Document.	*Submitted electronically with this report.*
101.PRE	XBRL Taxonomy Presentation Linkbase Document.	*Submitted electronically with this report.*

* Denotes management contract or compensatory plan.

† Portions of this exhibit were redacted pursuant to a confidential treatment request filed with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Exchange Act. The redacted portions of this exhibit have been filed with the Securities and Exchange Commission.

We have submitted electronically the following documents formatted in XBRL (Extensible Business Reporting Language) as Exhibit 101 to this report: (i) the Consolidated Statements of Income for the year-ended December 31, 2017, December 31, 2016, and December 31, 2015; (ii) the Consolidated Balance Sheets at December 31, 2017, and December 31, 2016; (iii) the Consolidated Statements of Cash Flows for the year-ended December 31, 2017, December 31, 2016, and December 31, 2015; (iv) the Consolidated Statements of Comprehensive Income for the year-ended December 31, 2017, December 31, 2016, and December 31, 2015; (v) the Consolidated Statements of Shareholders' Equity (Deficit) for the year-ended December 31, 2017, December 31, 2016, and December 31, 2015; and (vi) Notes to Consolidated Financial Statements.

Item 16. Form 10-K Summary.

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Exchange Act, we have duly caused this Form 10-K to be signed on our behalf by the undersigned, thereunto duly authorized, on this 15th day of February 2018.

MARRIOTT INTERNATIONAL, INC.

By: /s/Arne M. Sorenson
Arne M. Sorenson
President and Chief Executive Officer

Pursuant to the requirements of the Exchange Act, this Form 10-K has been signed by the following persons on our behalf in the capacities indicated and on the date indicated above.

PRINCIPAL EXECUTIVE OFFICER:

/s/Arne M. Sorenson Arne M. Sorenson	President, Chief Executive Officer and Director

PRINCIPAL FINANCIAL OFFICER:

/s/Kathleen K. Oberg Kathleen K. Oberg	Executive Vice President and Chief Financial Officer

PRINCIPAL ACCOUNTING OFFICER:

/s/Bao Giang Val Bauduin Bao Giang Val Bauduin	Controller and Chief Accounting Officer

DIRECTORS:

/s/J.W. Marriott, Jr. J.W. Marriott, Jr., Executive Chairman and Chairman of the Board	/s/Debra L. Lee Debra L. Lee, Director
/s/Mary K. Bush Mary K. Bush, Director	/s/Aylwin B. Lewis Aylwin B. Lewis, Director
/s/Bruce W. Duncan Bruce W. Duncan, Director	/s/George Muñoz George Muñoz, Director
/s/Deborah Marriott Harrison Deborah Marriott Harrison, Director	/s/Steven S Reinemund Steven S Reinemund, Director
/s/Frederick A. Henderson Frederick A. Henderson, Director	/s/W. Mitt Romney W. Mitt Romney, Director
/s/Eric Hippeau Eric Hippeau, Director	/s/Susan C. Schwab Susan C. Schwab, Director
/s/Lawrence W. Kellner Lawrence W. Kellner, Director	

Exhibit 10.10

FORM OF EMPLOYEE NON-QUALIFIED STOCK OPTION AGREEMENT[1] FOR THE MARRIOTT INTERNATIONAL, INC. STOCK AND CASH INCENTIVE PLAN

THIS AGREEMENT (the "Agreement") is made on **<<GRANT DATE>>** (the "Award Date") by MARRIOTT INTERNATIONAL, INC. (the "Company") and **<<PARTICIPANT NAME>>** ("Employee").

WITNESSETH:

WHEREAS, the Company maintains the Marriott International, Inc. Stock and Cash Incentive Plan, as amended (the "Plan"); and

WHEREAS, the Company wishes to award to designated employees certain option awards as provided in Article 6 of the Plan ("Options" or "Awards"); and

WHEREAS, Employee has been approved by the Compensation Policy Committee (the "Committee") of the Company's Board of Directors (the "Board") to receive an award of Options under the Plan;

NOW, THEREFORE, it is agreed as follows:

1. **Prospectus**. Employee has been provided with, and hereby acknowledges receipt of, a Prospectus for the Plan dated **<<DATE>>**, which contains, among other things, a detailed description of the Option award provisions of the Plan. [Employee further acknowledges that he has read the Prospectus and this Agreement, and that Employee understands the provisions thereof.]

2. **Interpretation.** The provisions of the Plan are incorporated herein by reference and form an integral part of this Agreement. Except as otherwise set forth herein, capitalized terms used herein shall have the meanings given to them in the Plan. In the event of any inconsistency between this Agreement and the Plan, the terms of the Plan shall govern. A copy of the Plan is available from the Compensation Department of the Company upon request. All decisions and interpretations made by the Committee or its delegate with regard to any question arising hereunder or under the Plan shall be binding and conclusive. (The options granted pursuant to this Agreement are not intended to qualify as "incentive stock options" within the meaning of Section 422 of the Internal Revenue Code.)

3. **Grant of Options.** The Company hereby grants to Employee as of the Award Date Options to purchase **<<QTY GRANTED>>** shares of the Company's Common Stock (the "Option Shares"), subject to the terms and conditions of the Plan, Employee's acceptance of this Agreement and satisfaction of the tax provisions of the Company's International Assignment Policy ("IAP"), if applicable.

4. **Purchase Price.** Subject to Paragraph 12 hereof, the purchase price per share of the Option Shares is **<<GRANT PRICE>>** (the "Option Price").

5. **Waiting Period and Exercise Dates.** The Option Shares may not be purchased during the one-year period following the Award Date (the "waiting period"). Following the waiting period, the Option Shares may be purchased in accordance with the following schedule: **<<PERCENTAGE>>** of the Option Shares commencing on the **<<DATES>>**. To the extent that the Options to purchase Option Shares are not exercised by Employee when they become initially exercisable, the Options shall not expire but shall be carried forward and shall be exercisable at any time thereafter; provided, however, that the Options shall not be exercisable after the expiration of ten (10) years from the Award Date or sooner as set forth in paragraph 9, if applicable. Exercise of the Options shall not be dependent upon the prior or sequential exercise of any other options heretofore granted to Employee by the Company. Except as provided in Article 6 of the Plan and Paragraph 9 below, the Options may not be exercised at any time unless Employee shall then be an employee of the Company.

[1] Bracketed language indicates additional or alternative language that appears in some award agreements.

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6. **Method of Exercising Options.** To exercise the Options, the person entitled to exercise the Options must provide a signed written notice or the equivalent to the Company or its designee, as prescribed in the administrative procedures of the Plan, stating the number of Option Shares with respect to which the Options are being exercised. The Options may be exercised by (a) payment of the Option Price for the Option Shares being purchased in accordance with procedures established by the Committee, (b) making provision for the satisfaction of the applicable withholding taxes, and (c) an undertaking to furnish and execute such documents as the Company deems necessary (i) to evidence such exercise, and (ii) to determine whether registration is then required to comply with the Securities Act of 1933 or any other law. Upon payment of the Option Price and provision for the satisfaction of the withholding taxes, the Company shall provide confirmation from the Plan record keeper that the transfer agent for the common stock of the Company is holding shares for the account of such person in a certificateless account. Pursuant to procedures, if any, that may be adopted by the Committee or its delegate, payment of the Option Price may be made by delivery of shares of the Company's common stock held by Employee for at least six months prior to the delivery, or by any other means that the Committee determines to be consistent with the Plan's purpose and applicable law.

7. **Rights as a Shareholder.** Employee shall have no rights as a shareholder with respect to any Option Shares covered by the Options granted hereby until the date of acquisition by Employee of such Option Shares. No adjustment shall be made for dividends or other rights for which the record date is prior to such date.

8. **Non-Assignability.** The Options shall not be assignable or transferable by Employee except by will or by the laws of descent and distribution. During Employee's lifetime, the Options may be exercised only by Employee or, in the event of incompetence, by Employee's legally appointed guardian.

9. **Effect of Termination of Employment or Death.** If Employee goes on leave of absence for a period of greater than twelve months (except a leave of absence approved by the Board of Directors or the Committee) or ceases to be an employee of the Company for any reason except death, the portion of the Options which is unexercisable on the date on which Employee ceased to be an Employee or has been on a leave of absence for over twelve months (except a leave of absence approved by the Board or Committee) shall expire on such date and any unexercised portion of the Options which was otherwise exercisable on such date shall expire at the earlier of (i) the expiration of the Options in accordance with the term for which the Options were granted, or (ii) three months from such date, except in the case of an Employee who is an "Approved Retiree" as defined below. If Employee is an Approved Retiree, then the Options shall expire at the sooner to occur of, (i) the expiration of such Options in accordance with their original term, [or] (ii) the expiration of five years from the date of retirement[, or (iii) with respect to Options granted less than one year before the date the Approved Retiree retires, such retirement date, except not with respect to that portion of the Options equal to such number of shares multiplied by the ratio of (a) the number of days between the Award Date and the retirement date inclusive, over (b) the number of days in the twelve (12) month period following the Award Date]. [Notwithstanding the preceding sentence, if an Approved Retiree retires before **<<DATE>>**, the Approved Retiree's Options granted hereunder shall expire immediately with respect to such number of MI Shares granted under this Agreement multiplied by the ratio of (a) the number of days after the Approved Retiree's retirement date and before **<<DATE>>**, over (b) the number of days on and after the Grant Date and before **<<DATE>>**.] In the event of the death of Employee without Approved Retiree status during the three (3) month period following termination of employment or a leave of absence over twelve (12) months (except a leave of absence approved by the Board or Committee), the Options shall be exercisable by Employee's personal representative, heirs or legatees to the same extent and during the same period that Employee could have exercised the Options if Employee had not died. In the event of the death of Employee while an employee of the Company or while an Approved Retiree, the Options (if the waiting period has elapsed) shall be exercisable in their entirety by Employee's personal representatives, heirs or legatees at any time prior to the expiration of one year from the date of the death of Employee, but in no event after the term for which the Options were granted. For purposes of this Agreement, an "Approved Retiree" is any optionee who (i) terminates employment by reason of a Disability, or (ii) (A) retires from employment with the Company with the specific approval of the Committee on or after such date on which the optionee has attained age 55 and completed 10 Years of Service, and (B) has entered into and has not breached an agreement to refrain from Engaging in Competition in form and substance satisfactory to the Committee; and if the Committee subsequently determines, in its sole discretion, that an Approved Retiree has violated the provisions of the Agreement to refrain from Engaging in Competition, or has engaged in willful acts or omissions or acts or omissions of gross negligence that are or potentially are injurious to the Company's operations, financial condition or business reputation, such Approved Retiree shall have ninety (90) days from the date of such finding within which to exercise any Options or portions thereof which are exercisable on such date, and any Options or portions thereof which are not exercised within such ninety (90) day period shall expire and any Options or portion thereof which are not exercisable on such date shall be cancelled on such date.

[9A. **Non-Solicitation.** In consideration of good and valuable consideration in the form of the Option Awards granted herein to which Employee is not otherwise entitled, the receipt and sufficiency of which are hereby acknowledged, and in recognition of the Company's legitimate purpose of avoiding for limited times competition from persons whom Marriott has trained and/or given experience, Employee agrees that during the period beginning on the Grant Date and ending one year

following his termination of employment with the Company, whether such termination of employment is voluntary or involuntary or with or without cause, he will not, on his own behalf or as a partner, officer, director, employee, agent, or consultant of any other person or entity, directly or indirectly contact, solicit or induce (or attempt to solicit or induce) any employee of the Company to leave their employment with the Company or consider employment with any other person or entity. Employee and the Company agree that any breach by Employee of the non-solicitation obligation under this paragraph will cause the Company immediate, material and irreparable injury and damage, and there is no adequate remedy at law for such breach. Accordingly, in the event of such breach, in addition to any other remedies it may have at law or in equity, the Company shall be entitled immediately to seek enforcement of this Agreement in a court of competent jurisdiction by means of a decree of specific performance, an injunction without the posting of a bond or the requirement of any other guarantee, any other form of equitable relief, liquidated damages in the amount of one hundred fifty percent (150%) of the Fair Market Value of the Awards granted hereunder as of the Grant Date, and the Company is entitled to recover from Employee the costs and attorneys' fees it incurs to recover under or enforce this Agreement. This provision is not a waiver of any other rights that the Company may have under this Agreement, including the right to receive money damages.]

10. **Consent.** By executing this Agreement, Employee consents to the collection, maintenance and processing of Employee's personal information (such as Employee's name, home address, home telephone number and email address, social security number, assets and income information, birth date, hire date, termination date, other employment information, citizenship, marital status) by the Company and the Company's service providers for the purposes of (i) administering the Plan (including ensuring that the conditions of transfer are satisfied from the Award Date through the Exercise Date), (ii) providing Employee with services in connection with Employee's participation in the Plan, [and] (iii) meeting legal and regulatory requirements [and (iv) for any other purpose to which Employee may consent] ("Permitted Purposes"). Employee's personal information will not be processed for longer than is necessary for such Permitted Purposes. Employee's personal information is collected from the following sources:

(a) from this Agreement, investor questionnaires or other forms that Employee submits to the Company or contracts that Employee enters into with the Company;

(b) from Employee's transactions with the Company, the Company's affiliates and service providers;

(c) from Employee's employment records with the Company; and

(d) from meetings, telephone conversations and other communications with Employee.

In addition, Employee further consents to the Company disclosing Employee's personal information to the Company's third party service providers and affiliates and other entities in connection with the services the Company provides related to Employee's participation in the Plan, including:

(a) financial service providers, such as broker-dealers, custodians, banks and others used to finance or facilitate transactions by, or operations of, the Plan;

(b) other service providers to the Plan, such as accounting, legal, or tax preparation services;

(c) regulatory authorities; and

(d) transfer agents, portfolio companies, brokerage firms and the like, in connection with distributions to Plan participants.

Where Employee's personal information is provided to such third parties, the Company requires (to the extent permitted by applicable law) that such parties agree to process Employee's personal information in accordance with the Company's instructions.

Employee's personal information is maintained on the Company's networks and the networks of the Company's service providers, which may be in the United States or other countries other than the country in which this Award was granted. Employee acknowledges and agrees that the transfer of Employee's personal information to the United States or other countries other than the country in which this Award was granted is necessary for the Permitted Purposes. To the extent (if any) that the provisions of the European Union's Data Protection Directive (Directive 95/46/EC of the European Parliament and of the Council) and/or applicable national legislation derived from such Directive apply, then by executing this Agreement Employee expressly consents to the transfer of Employee's personal information outside of the European Economic Area. Employee may access Employee's personal information to verify its accuracy, update Employee's personal information and/or request a copy of Employee's personal information by contacting Employee's local Human Resources representative. Employee may obtain account transaction information online or by contacting the Plan record keeper as described in the Plan enrollment materials. By accepting the terms of this Agreement, Employee further agrees to the same terms with respect to other Awards Employee received in any prior year under the Plan.

11. **No Additional Rights.** Benefits under this Plan are not guaranteed. The grant of Awards is a one-time benefit and does not create any contractual or other right or claim to any future grants of Awards under the Plan, nor does a grant of Awards guarantee future participation in the Plan. The value of Employee's Awards is an extraordinary item outside the scope of Employee's employment contract, if any. Employee's Awards are not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end-of-service payments, bonuses, long-term service awards, pension or retirement benefits (except as otherwise provided by the terms of any U.S.-qualified retirement or pension plan maintained by the Company or any of its subsidiaries), or similar payments. By accepting the terms of this Agreement, Employee further agrees to these same terms and conditions with respect to any other Awards Employee received in any prior year under the Plan.

12. **Recapitalization or Reorganization.** Certain events affecting the Common Stock of the Company and mergers, consolidations and reorganizations affecting the Company may affect the number or type of securities deliverable upon exercise of the Options or limit the remaining term over which these Options may be exercised.

13. **General Restriction.** In accordance with the terms of the Plan, the Company may limit or suspend the exercisability of the Options or the purchase or issuance of Option Shares thereunder under certain circumstances. Any delay caused thereby shall in no way affect the date of termination of the Options.

14. **Amendment of This Agreement.** The Board of Directors may at any time amend, suspend or terminate the Plan; provided, however, that no amendment, suspension or termination of the Plan or the Options shall adversely affect in any material way the Options without the written consent of Employee.

15. **Notices.** Notices hereunder shall be in writing, and if to the Company, may be delivered personally to the Compensation Department or such other party as designated by the Company or mailed to its principal office at 10400 Fernwood Road, Bethesda, Maryland 20817, addressed to the attention of the Stock Option Administrator (Department 935.40), and if to Employee, may be delivered personally or mailed to Employee at his or her address on the records of the Company.

16. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and the successors and assigns of the Company and, to the extent provided in Paragraph 9 above and the provisions of the Plan, to the personal representatives, legatees and heirs of Employee.

17. **No Effect on Employment.** Nothing contained in this Agreement shall be construed to limit or restrict the right of the Company to terminate Employee's employment at any time, with or without cause, or to increase or decrease Employee's compensation from the rate of compensation in existence at the time this Agreement is executed.

[18. **Additional (Non-U.S.) Terms and Conditions.** Options awarded under this Agreement shall be subject to additional terms and conditions, as applicable, set forth in the Company's Policies for Global Compliance of Equity Compensation Awards, which are attached in the Appendix hereto and shall be incorporated herein fully by reference.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Award Date.

MARRIOTT INTERNATIONAL, INC.

Executive Vice President and Global Chief Human Resources Officer

EMPLOYEE

<<PARTICIPANT NAME>>

Signed Electronically

[**MARRIOTT INTERNATIONAL, INC.**
POLICIES FOR GLOBAL COMPLIANCE OF EQUITY COMPENSATION AWARDS

This document (the "Policies") sets forth policies of Marriott International, Inc. ("Marriott") for the administration of equity compensation awards (the "Awards") granted to employees (the "Employees") of Marriott and its subsidiaries (together, the "Company") under the Marriott International, Inc. Stock and Cash Incentive Plan, as amended and restated effective January 1, 2008, and as subsequently amended from time to time (the "Plan"). The Policies apply to certain Employees who have received or held Awards under the Plan while working for the Company outside of the United States.

The Policies, as may be amended by the Company from time to time for changes in law, are an integral part of the terms of each agreement (the "Agreement") under which Awards are granted to Employees under the Plan. As such, the Policies set forth additional requirements or conditions in the non-U.S. jurisdictions indicated below that certain Employees must satisfy to receive the intended benefits under their Awards. These requirements or conditions are established to ensure that the Company and the Employees comply with applicable legal requirements pertaining to the Awards in those jurisdictions. In addition, the Policies are established to assist the Employees in complying with other legal requirements which may not implicate the Company. These requirements, some carrying civil or criminal penalties for noncompliance, may apply with respect to Employees' Awards or shares of Marriott stock obtained pursuant to the Awards because of such Employees' presence (which may or may not require citizenship or legal residency) in a particular jurisdiction at some time during the term of the Awards.

Legal requirements are often complex and may change frequently. Therefore, the Policies provide general information only and may not be relied upon by Employees as their only source of information relating to the consequences of participation in the Plan, nor may they serve as the basis for recovery against the Company for financial or other penalties incurred by Employees as a result of their noncompliance. Employees should seek appropriate professional advice as to how the relevant laws may apply to them individually.

Certain capitalized terms used but not defined in the Policies have the meanings set forth in the Plan or in the Agreements. To the extent the Policies appear to conflict with the terms of the Plan or the Agreements, the Plan and the Agreement shall control.]

[COUNTRY-SPECIFIC POLICIES

India

Exchange Control Notice. If an Employee is a "Person Resident in India," the Employee must repatriate to India any proceeds from the sale of shares acquired under the Plan and any dividends received in relation to the shares and convert the proceeds into local currency within 90 days of receipt. In addition, such Employee must obtain a foreign inward remittance certificate ("FIRC") from the Indian foreign exchange bank where the Employee deposits the foreign currency upon repatriation, and the Employee must maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employee's employer requests proof of repatriation.

For this purpose, "Person Resident in India" means:

i. a person residing in India for more than one hundred and eighty-two days during the course of the preceding financial year but does not include -

   A. a person who has gone out of India or who stays outside India, in either case -

      1. for or on taking up employment outside India, or

      2. for carrying on a business or vocation outside India, or

      3. for any other purpose, in such circumstances as would indicate his intention to stay outside India for an uncertain period; or

   B. a person who has come to or stays in India, in either case, otherwise than -

      1. for or on taking up employment in India, or

      2. for carrying on in India a business or vocation in India, or

      3. for any other purpose, in such circumstances as would indicate his intention to stay in India for an uncertain period.

Thailand

Exchange Control Notice. An Employees who is resident in Thailand (with the exception of an Employee who is a foreigner permitted to reside or work in Thailand for a period not exceeding three months) must repatriate to Thailand the proceeds from the sale of shares acquired under the Plan and any cash dividends received in relation to the shares and convert the funds to Thai Baht within 360 days of receipt. If the repatriated amount is U.S. $20,000 or more, the Employee must report the inward remittance by submitting the Foreign Exchange Transaction Form, which can be obtained from any commercial bank in Thailand, to an authorized agent, *i.e.*, a commercial bank authorized by the Bank of Thailand to engage in the purchase, exchange and withdrawal of foreign currency.]

Exhibit 10.11

FORM OF EXECUTIVE RESTRICTED STOCK UNIT/MI SHARES AGREEMENT[1] FOR THE MARRIOTT INTERNATIONAL, INC. STOCK AND CASH INCENTIVE PLAN

THIS AGREEMENT (the "Agreement") is made on **<<GRANT DATE>>** (the "Grant Date") by MARRIOTT INTERNATIONAL, INC. (the "Company") and **<<PARTICIPANT NAME>>** ("Employee").

WITNESSETH:

WHEREAS, the Company maintains the Marriott International, Inc. Stock and Cash Incentive Plan, as amended (the "Plan"); and

WHEREAS, the Company wishes to award to designated employees certain [Other Share-Based Awards] [MI Share awards] as provided in Article [10] [9A] of the Plan [to be known as "MI Share" awards]; and

WHEREAS, Employee has been approved by the Compensation Policy Committee (the "Committee") of the Company's Board of Directors (the "Board") to receive an award of MI Shares under the Plan;

NOW, THEREFORE, it is agreed as follows:

1. **Prospectus.** Employee has been provided with, and hereby acknowledges receipt of, a Prospectus for the Plan dated **<<DATE>>**, which contains, among other things, a detailed description of the [Other Share-Based Awards] [MI Share award] provisions of the Plan. Employee further acknowledges that he has read the Prospectus and this Agreement, and that Employee understands the provisions thereof.

2. **Interpretation.** The provisions of the Plan are incorporated herein by reference and form an integral part of this Agreement. Except as otherwise set forth herein, capitalized terms used herein shall have the meanings given to them in the Plan. In the event of any inconsistency between this Agreement and the Plan, the terms of the Plan shall govern. A copy of the Plan is available from the Compensation Department of the Company upon request. All decisions and interpretations made by the Committee or its delegate with regard to any question arising hereunder or under the Plan shall be binding and conclusive.

3. **Grant of MI Shares.** Subject to the terms of the Plan, Employee's acceptance of this Agreement, and subject to satisfaction of the tax provisions of the Company's International Assignment Policy ("IAP"), if applicable, this award (the "Award") of **<<QTY GRANTED>>** MI Shares is made as of the Grant Date.

4. **MI Share and Common Share Rights.** The MI Shares awarded under this Agreement shall be recorded in a Company book-keeping account and shall represent Employee's unsecured right to receive from the Company the transfer of title to shares of Common Stock of the Company ("Common Shares") in accordance with the schedule of Distribution Dates set forth in paragraph 5 below, provided that Employee has satisfied the Conditions of Transfer set forth in paragraph 6 below and subject to the satisfaction of the provision on withholding taxes set forth in paragraph 9 below. On each such Distribution Date, if it occurs, the Company shall reverse the book-keeping entry for all such related MI Shares and transfer a corresponding number of Common Shares (which may be reduced by the number of shares withheld to satisfy withholding taxes as set forth in paragraph 9 below, if share reduction is the method utilized for satisfying the tax withholding obligation) to an individual brokerage account (the "Account") established and maintained in Employee's name. Employee shall have all the rights of a stockholder with respect to such Common Shares transferred to the Account, including but not limited to the right to vote the Common Shares, to sell, transfer, liquidate or otherwise dispose of the Common Shares, and to receive all dividends or other distributions paid or made with respect to the Common Shares from the time they are deposited in the Account. Employee shall have no voting, transfer, liquidation, dividend or other rights of a Common Share stockholder with respect to MI Shares prior to such time that the corresponding Common Shares are transferred, if at all, to Employee's Account.

5. **Distribution of MI Shares.** Subject to satisfaction of the Conditions of Transfer in paragraph 6, the MI Shares shall be distributed pro rata with respect to an additional **<<PERCENTAGE>>** of the MI Shares granted hereunder on the **<<DATES>>**. Notwithstanding the foregoing, in the event that any such day is a Saturday, Sunday or other day on which stock of the Company is not traded on the NASDAQ or another national exchange, then the Distribution Date shall be the next following day on which the stock of the Company is traded on the NASDAQ or another national exchange [("Trading Day")].

[1] Bracketed language indicates additional or alternative language that appears in some award agreements.

[Notwithstanding this paragraph 5 and paragraph 8(b), the MI Shares shall remain forfeitable until February 15th (or the next Trading Day if the stock of the Company is not traded on February 15th) following the first year during the three-year distribution period described above ("Applicable Distribution Period") for which the EBITDA Goal is determined by the Committee to have been achieved, if at all. The "EBITDA Goal" is the EBITDA performance objective established in writing by the Committee under Section 11.1 of the Plan for each of the Company's fiscal years during the Applicable Distribution Period. If the EBITDA Goal is not met during any year within the Applicable Distribution Period, the MI Shares shall be forfeited and cancelled.]

6. **Conditions of Transfer.** With respect to any MI Shares awarded to Employee, as a condition of Employee receiving a transfer of corresponding Common Shares in accordance with paragraph 4 above, Employee shall meet all of the following conditions during the entire period from the Grant Date hereof through the Distribution Date relating to such MI Shares:

(a) Employee must continue to be an active employee of the Company ("Continuous Employment");

(b) Employee must refrain from Engaging in Competition (as defined in Section 2.25 of the Plan) without first having obtained the written consent thereto from the Company ("Non-competition"); and

(c) Employee must refrain from committing any criminal offense or malicious tort relating to or against the Company or, as determined by the Committee in its discretion, engaging in willful acts or omissions or acts or omissions of gross negligence that are or potentially are injurious to the Company's operations, financial condition or business reputation. ("No Improper Conduct"). The Company's determination as to whether or not particular conduct constitutes Improper Conduct shall be conclusive.

If Employee should fail to meet the requirements relating to (i) Continuous Employment, (ii) Non-competition, or (iii) No Improper Conduct, then Employee shall forfeit the right to receive a distribution of any MI Shares for which the above conditions of transfer have not already been met as of the time such failure is determined, and Employee shall accordingly forfeit the right to receive the transfer of title to any corresponding Common Shares. The forfeiture of rights with respect to MI Shares (and corresponding Common Shares) shall not affect the rights of Employee with respect to any MI Shares for which the above conditions of transfer already have been met nor with respect to any Common Shares the title of which has already been transferred to Employee's Account.

7. **Non-Assignability.** The MI Shares shall not be assignable or transferable by Employee except by will or by the laws of descent and distribution. During Employee's lifetime, the MI Shares may be exercised only by Employee or, in the event of incompetence, by Employee's legally appointed guardian.

8. **Effect of Termination of Employment.**

[(a)] In the event Employee's Continuous Employment [terminates] [is terminated] prior to the relevant Distribution Date [by reason] [on account] of death [or Disability (as defined in Section 2.19 of the Plan)], and if Employee had otherwise met the requirements of Continuous Employment, Non-competition and No Improper Conduct from the Grant Date through the date of such death [or Disability], then Employee shall upon death [or Disability (as the case may be)] be deemed to have fully satisfied all of the conditions of transfer in paragraph 6 and Employee's rights hereunder with respect to any such MI Shares shall inure to the benefit of [Employee (or, in the case of death] Employee's executors, administrators, personal representatives and assigns[)].

In the event Employee's Continuous Employment terminates prior to the relevant Distribution Date by reason of Employee's Retirement (as defined below), and if Employee had otherwise met the requirements of Continuous Employment, Non-competition and No Improper Conduct from the Grant Date through the date of such Retirement, and provided that Employee continues to meet the requirements of Non-competition and No Improper Conduct, then Employee's rights hereunder with respect to any outstanding MI Shares shall continue in the same manner as if Employee continued to meet the Continuous Employment requirement through the Distribution Dates related to the Award, except not for that portion of MI Shares granted less than one year prior to Employee's termination equal to such number of shares multiplied by the ratio of (a) the number of days after the termination date and before the first anniversary of the Grant Date, over (b) the number of days in the twelve (12) month period following the Grant Date. For purposes of this Agreement, "Retirement" shall mean termination of employment [on account of Disability (as defined in Section 2.19 of the Plan) or] by retiring with the specific approval of the Committee on or after such date on which

[(b) Employee has attained age 55 and completed ten (10) Years of Service.]

Except as set forth in this paragraph 8 above, no other transfer of rights with respect to MI Shares shall be permitted pursuant to this Agreement.

8A. **Non-Solicitation.** In consideration of good and valuable consideration in the form of the MI Share Awards granted herein to which Employee is not otherwise entitled, the receipt and sufficiency of which are hereby acknowledged, and in recognition of the Company's legitimate purpose of avoiding for limited times competition from persons whom Marriott has trained and/or given experience, Employee agrees that during the period beginning on the Grant Date and ending one year following his termination of employment with the Company, whether such termination of employment is voluntary or involuntary or with or without cause, he will not, on his own behalf or as a partner, officer, director, employee, agent, or consultant of any other person or entity, directly or indirectly contact, solicit or induce (or attempt to solicit or induce) any employee of the Company to leave their employment with the Company or consider employment with any other person or entity. Employee and the Company agree that any breach by Employee of the non-solicitation obligation under this paragraph will cause the Company immediate, material and irreparable injury and damage, and there is no adequate remedy at law for such breach. Accordingly, in the event of such breach, in addition to any other remedies it may have at law or in equity, the Company shall be entitled immediately to seek enforcement of this Agreement in a court of competent jurisdiction by means of a decree of specific performance, an injunction without the posting of a bond or the requirement of any other guarantee, any other form of equitable relief, liquidated damages in the amount of one hundred fifty percent (150%) of the Fair Market Value of the Awards granted hereunder as of the Grant Date, and the Company is entitled to recover from Employee the costs and attorneys' fees it incurs to recover under or enforce this Agreement. This provision is not a waiver of any other rights that the Company may have under this Agreement, including the right to receive money damages.

9. **Taxes**. The transfer of Common Shares shall be subject to the further condition that the Company shall provide for the withholding of any taxes required by applicable federal, state, or local law by reducing the number of MI Shares to be transferred to Employee's Account or by such other manner as the Committee shall determine in its discretion.

10. **Consent.** By executing this Agreement, Employee consents to the collection, maintenance and processing of Employee's personal information (such as Employee's name, home address, home telephone number and email address, social security number, assets and income information, birth date, hire date, termination date, other employment information, citizenship, marital status) by the Company and the Company's service providers for the purposes of (i) administering the Plan (including ensuring that the conditions of transfer are satisfied from the Grant Date through the Distribution Date), (ii) providing Employee with services in connection with Employee's participation in the Plan, and (iii) meeting legal and regulatory requirements ("Permitted Purposes"). Employee's personal information will not be processed for longer than is necessary for such Permitted Purposes. Employee's personal information is collected from the following sources:

(a) from this Agreement, investor questionnaires or other forms that Employee submits to the Company or contracts that Employee enters into with the Company;

(b) from Employee's transactions with the Company, the Company's affiliates and service providers;

(c) from Employee's employment records with the Company; and

(d) from meetings, telephone conversations and other communications with Employee.

In addition, Employee further consents to the Company disclosing Employee's personal information to the Company's third party service providers and affiliates and other entities in connection with the services the Company provides related to Employee's participation in the Plan, including:

(a) financial service providers, such as broker-dealers, custodians, banks and others used to finance or facilitate transactions by, or operations of, the Plan;

(b) other service providers to the Plan, such as accounting, legal, or tax preparation services;

(c) regulatory authorities; and

(d) transfer agents, portfolio companies, brokerage firms and the like, in connection with distributions to Plan participants.

Where Employee's personal information is provided to such third parties, the Company requires (to the extent permitted by applicable law) that such parties agree to process Employee's personal information in accordance with the Company's instructions.

Employee's personal information is maintained on the Company's networks and the networks of the Company's service providers, which may be in the United States or other countries other than the country in which this Award was granted. Employee acknowledges and agrees that the transfer of Employee's personal information to the United States or other countries other than the country in which this Award was granted is necessary for the Permitted Purposes. To the extent (if any) that the provisions of the European Union's Data Protection Directive (Directive 95/46/EC of the European Parliament and of the Council) and/or applicable national legislation derived from such Directive apply, then by executing this Agreement Employee expressly consents to the transfer of Employee's personal information outside of the European Economic Area. Employee may access Employee's personal information to verify its accuracy, update Employee's personal information and/or request a copy of Employee's personal information by contacting Employee's local Human Resources representative. Employee may obtain account transaction information online or by contacting the Plan record keeper as described in the Plan enrollment materials. By accepting the terms of this Agreement, Employee further agrees to the same terms with respect to other Awards Employee received in any prior year under the Plan.

11. **No Additional Rights.** Benefits under this Plan are not guaranteed. The grant of Awards is a one-time benefit and does not create any contractual or other right or claim to any future grants of Awards under the Plan, nor does a grant of Awards guarantee future participation in the Plan. The value of Employee's Awards is an extraordinary item outside the scope of Employee's employment contract, if any. Employee's Awards are not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end-of-service payments, bonuses, long-term service awards, pension or retirement benefits (except as otherwise provided by the terms of any U.S.-qualified retirement or pension plan maintained by the Company), or similar payments. By accepting the terms of this Agreement, Employee further agrees to these same terms and conditions with respect to any other Awards Employee received in any prior year under the Plan.

12. **Amendment of This Agreement.** The Board of Directors may at any time amend, suspend or terminate the Plan; provided, however, that no amendment, suspension or termination of the Plan or the Award shall adversely affect the Award in any material way without written consent of Employee.

13. **Notices.** Notices hereunder shall be in writing, and if to the Company, may be delivered personally to the Compensation Department or such other party as designated by the Company or mailed to its principal office at 10400 Fernwood Road, Bethesda, Maryland 20817, addressed to the attention of the Stock Option Administrator (Department 935.40), and if to Employee, may be delivered personally or mailed to Employee at his or her address on the records of the Company.

14. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and the successors and assigns of the Company and, to the extent provided in paragraph 8 above and in the Plan, to the personal representatives, legatees and heirs of Employee.

15. **No Effect on Employment**. This agreement is not a contract of employment or otherwise a limitation on the right of the Company to terminate the employment of Employee or to increase or decrease Employee's compensation from the rate of compensation in existence at the time this Agreement is executed.

16. Additional (Non-U.S.) Terms and Conditions. [Notwithstanding the foregoing terms and conditions of this Award, Employee acknowledges that applicable law (including rules or regulations governing securities, foreign ownership, foreign exchange, tax, labor or other matters of any jurisdiction in which Employee may be residing or working at the time of grant of or while holding this Award or any MI Shares) may prevent or restrict the issuance of Common Shares under this Award or any MI Shares, and neither the Company nor any affiliate assumes any liability in relation to this Award or any MI Shares or Common Shares in such case. Moreover, the Company reserves the right to impose other requirements, including additional terms and conditions, on Employee's participation in the Plan, this Award, the MI Shares and corresponding Common Shares, and any other award or Common Shares acquired under the Plan, or take any other action (including forfeiture of Awards or Common Shares or the forced sale thereof) without liability, if the Company determines it is necessary or advisable in order to comply with applicable law or facilitate the administration of the Plan. Employee agrees to sign any additional agreements or undertakings that the Company requires to accomplish the foregoing. Employee also acknowledges that applicable law may subject Employee to additional procedural or regulatory requirements that Employee is and will be solely responsible for and must fulfill. Any additional requirements, restrictions, or terms and conditions as described in this Section 16 or other applicable disclosures may be set forth in, but are not limited to, the Company's Policies for Global Compliance of Equity Compensation Awards or any other agreement or addendum that may be provided to Employee. Employee also understands that if Employee works, resides, moves to, or otherwise is or becomes subject to applicable law or Company policies of another jurisdiction at any time, certain country-specific notices, disclaimers, and/or terms and conditions may apply to Employee as from the date of grant, unless otherwise determined by the Company in its sole discretion.] [MI Shares awarded under this Agreement shall be subject to additional terms and conditions, as applicable, set forth in the Company's Policies for Global Compliance of Equity Compensation Awards, which are attached in the Appendix hereto and shall be incorporated herein fully by reference.]

IN WITNESS WHEREOF, MARRIOTT INTERNATIONAL, INC. has caused this Agreement to be signed by its Executive Vice President and Global Chief Human Resources Officer, effective the day and year first hereinabove written.

MARRIOTT INTERNATIONAL, INC.	EMPLOYEE
	<<PARTICIPANT NAME>>
Executive Vice President and Global Chief Human Resources Officer	Signed Electronically

[MARRIOTT INTERNATIONAL, INC.
POLICIES FOR GLOBAL COMPLIANCE OF EQUITY COMPENSATION AWARDS

This document (the "Policies") sets forth policies of Marriott International, Inc. ("Marriott") for the administration of equity compensation awards (the "Awards") granted to employees (the "Employees") of Marriott and its subsidiaries (together, the "Company") under the Marriott International, Inc. Stock and Cash Incentive Plan, as amended and restated effective January 1, 2008, and as subsequently amended from time to time (the "Plan"). The Policies apply to certain Employees who have received or held Awards under the Plan while working for the Company outside of the United States.

The Policies, as may be amended by the Company from time to time for changes in law, are an integral part of the terms of each agreement (the "Agreement") under which Awards are granted to Employees under the Plan. As such, the Policies set forth additional requirements or conditions in the non-U.S. jurisdictions indicated below that certain Employees must satisfy to receive the intended benefits under their Awards. These requirements or conditions are established to ensure that the Company and the Employees comply with applicable legal requirements pertaining to the Awards in those jurisdictions. In addition, the Policies are established to assist the Employees in complying with other legal requirements which may not implicate the Company. These requirements, some carrying civil or criminal penalties for noncompliance, may apply with respect to Employees' Awards or shares of Marriott stock obtained pursuant to the Awards because of such Employees' presence (which may or may not require citizenship or legal residency) in a particular jurisdiction at some time during the term of the Awards.

Legal requirements are often complex and may change frequently. Therefore, the Policies provide general information only and may not be relied upon by Employees as their only source of information relating to the consequences of participation in the Plan, nor may they serve as the basis for recovery against the Company for financial or other penalties incurred by Employees as a result of their noncompliance. Employees should seek appropriate professional advice as to how the relevant laws may apply to them individually.

Certain capitalized terms used but not defined in the Policies have the meanings set forth in the Plan or in the Agreements. To the extent the Policies appear to conflict with the terms of the Plan or the Agreements, the Plan and the Agreement shall control.]

[COUNTRY-SPECIFIC POLICIES

India

Exchange Control Notice. If an Employee is a "Person Resident in India," the Employee must repatriate to India any proceeds from the sale of shares acquired under the Plan and any dividends received in relation to the shares and convert the proceeds into local currency within 90 days of receipt. In addition, such Employee must obtain a foreign inward remittance certificate ("FIRC") from the Indian foreign exchange bank where the Employee deposits the foreign currency upon repatriation, and the Employee must maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employee's employer requests proof of repatriation.

For this purpose, "Person Resident in India" means:

i. a person residing in India for more than one hundred and eighty-two days during the course of the preceding financial year but does not include -

   A. a person who has gone out of India or who stays outside India, in either case -

      1. for or on taking up employment outside India, or

      2. for carrying on a business or vocation outside India, or

      3. for any other purpose, in such circumstances as would indicate his intention to stay outside India for an uncertain period; or

   B. a person who has come to or stays in India, in either case, otherwise than -

      1. for or on taking up employment in India, or

      2. for carrying on in India a business or vocation in India, or

      3. for any other purpose, in such circumstances as would indicate his intention to stay in India for an uncertain period.

SOUTH AFRICA

The Plan falls within the scope of international share incentive schemes approved by the Financial Surveillance Department of the South African Reserve Bank.

Private individuals are allowed to participate in offshore share incentive or share option schemes, provided that such participation is financed in terms of the foreign capital allowance dispensation (i.e. the individual is limited to payment of R4million per annum for such participation) and/or from the proceeds of authorised foreign assets.

Since the cost of the participation of an individual in the Plan will be charged to the South African employer, the acquisition of shares will have a direct impact on the country's foreign exchange reserves, which means that the participation of the individual will be limited to the value of R4million per annum. Should an employee who qualifies in terms of the incentive scheme wish to acquire shares valued in excess of the amount of R4 million, payment thereof may be effected provided such shares are immediately disposed of and the full sale proceeds thereof transferred to South Africa in terms of Regulation 6.

Thailand

Exchange Control Notice. An Employees who is resident in Thailand (with the exception of an Employee who is a foreigner permitted to reside or work in Thailand for a period not exceeding three months) must repatriate to Thailand the proceeds from the sale of shares acquired under the Plan and any cash dividends received in relation to the shares and convert the funds to Thai Baht within 360 days of receipt. If the repatriated amount is U.S. $20,000 or more, the Employee must report the inward remittance by submitting the Foreign Exchange Transaction Form, which can be obtained from any commercial bank in Thailand, to an authorized agent, *i.e.*, a commercial bank authorized by the Bank of Thailand to engage in the purchase, exchange and withdrawal of foreign currency.]

Exhibit 10.12

FORM OF STOCK APPRECIATION RIGHTS AGREEMENT[1] FOR THE MARRIOTT INTERNATIONAL, INC. STOCK AND CASH INCENTIVE PLAN

THIS AGREEMENT (the "Agreement") is made on **<<GRANT DATE>>** (the "Award Date") by MARRIOTT INTERNATIONAL, INC. (the "Company") and **<<PARTICIPANT NAME>>** ("Employee").

WITNESSETH:

WHEREAS, the Company maintains the Marriott International, Inc. Stock and Cash Incentive Plan, as amended (the "Plan"); and

WHEREAS, the Company wishes to award to designated employees certain stock appreciation right awards ("SARs" or "Awards") as provided in Article 6 of the Plan; and

WHEREAS, Employee has been approved by the Compensation Policy Committee (the "Committee") of the Company's Board of Directors (the "Board") to receive an award of SARs under the Plan;

NOW, THEREFORE, it is agreed as follows:

1. **Prospectus.** Employee has been provided with, and hereby acknowledges receipt of, a Prospectus for the Plan dated **<<DATE>>**, which contains, among other things, a detailed description of the SAR provisions of the Plan. [Employee further acknowledges that he has read the Prospectus and this Agreement, and that Employee understands the provisions thereof.]

2. **Interpretation.** The provisions of the Plan are incorporated herein by reference and form an integral part of this Agreement. Except as otherwise set forth herein, capitalized terms used herein shall have the meanings given to them in the Plan. In the event of any inconsistency between this Agreement and the Plan, the terms of the Plan shall govern. A copy of the Plan is available from the Compensation Department of the Company upon request. All decisions and interpretations made by the Committee or its delegate with regard to any question arising hereunder or under the Plan shall be binding and conclusive.

3. **Grant of SARs.** The Company hereby grants to Employee as of the Award Date SARs on **<<QTY GRANTED>>** shares of the Company's Common Stock (the "SAR Shares"), subject to the terms and conditions of the Plan, Employee's acceptance of this Agreement and satisfaction of the tax provisions of the Company's International Assignment Policy ("IAP"), if applicable. Under this Agreement, upon satisfying the conditions for exercising SARs as set forth in paragraphs 5 and 6 below, Employee shall receive a number of shares of Common Stock of the Company equal to the number of SAR shares that are being exercised under such SARs multiplied by the quotient of (a) the Final Value minus the Base Value, divided by (b) the Final Value.

4. **Base Value and Final Value.** Subject to Paragraph 12 hereof, the Base Value per share of the SAR Shares is **<<GRANT PRICE>>** and the Final Value is the Fair Market Value of a Share of Common Stock of the Company as of the date the SARs are exercised.

5. **Waiting Period and Exercise Dates.** The SAR Shares may not be exercised during the one-year period following the Award Date (the "waiting period"). Following the waiting period, the SAR Shares may be exercised in accordance with the following schedule: **<<PERCENTAGE>>** of the SAR Shares commencing on the **<<DATES>>**. To the extent that the SARs are not exercised by Employee when they become initially exercisable, the SARs shall not expire but shall be carried forward and shall be exercisable at any time thereafter; provided, however, that the SARs shall not be exercisable after the expiration of ten (10) years from the Award Date or sooner as set forth in paragraph 9, if applicable. Exercise of the SARs shall not be dependent upon the prior or sequential exercise of any other SARs heretofore granted to Employee by the Company. Except as provided in Article 6 of the Plan and Paragraph 9 below, the SARs may not be exercised at any time unless Employee shall then be an employee of the Company.

[1] Bracketed language indicates additional or alternative language that appears in some award agreements.

6. **Method of Exercising SARs.** To exercise the SARs, the person entitled to exercise the SARs must provide a signed written notice or the equivalent to the Company or its designee, as prescribed in the administrative procedures of the Plan, stating the number of SAR Shares with respect to which the SARs are being exercised. The SARs may be exercised by (a) making provision for the satisfaction of the applicable withholding taxes, and (b) an undertaking to furnish and execute such documents as the Company deems necessary (i) to evidence such exercise, and (ii) to determine whether registration is then required to comply with the Securities Act of 1933 or any other law. Upon satisfying the conditions for exercise including the provision for the satisfaction of the withholding taxes, the Company shall provide confirmation from the Plan record keeper that the transfer agent for the common stock of the Company is holding shares for the account of such person in a certificateless account. The exercise of the SARs may be made by any other means that the Committee determines to be consistent with the Plan's purpose and applicable law.

7. **Rights as a Shareholder.** Employee shall have no rights as a shareholder with respect to any SAR Shares covered by the SARs granted hereby until the date of acquisition by Employee of such SAR Shares. No adjustment shall be made for dividends or other rights for which the record date is prior to such date.

8. **Non-Assignability.** The SARs shall not be assignable or transferable by Employee except by will or by the laws of descent and distribution. During Employee's lifetime, the SARs may be exercised only by Employee or, in the event of incompetence, by Employee's legally appointed guardian.

9. **Effect of Termination of Employment or Death[/Disability].** If Employee goes on leave of absence for a period of greater than twelve months (except a leave of absence approved by the Board of Directors or the Committee) or ceases to be an employee of the Company for any reason except death [or Disability], the portion of the SARs which is unexercisable on the date on which Employee ceased to be an Employee or has been on a leave of absence for over twelve months (except a leave of absence approved by the Board or Committee) shall expire on such date and any unexercised portion of the SARs which was otherwise exercisable on such date shall expire at the earlier of (i) the expiration of the SARs in accordance with the term for which the SARs were granted, or (ii) three months from such date, except in the case of an Employee who is an "Approved Retiree" as defined below. If Employee is an Approved Retiree, then the SARs shall expire at the sooner to occur of (i) the expiration of such SARs in accordance with their original term, [or] (ii) the expiration of five years from the date of retirement[, or (iii) with respect to SARs granted less than one year before the date the Approved Retiree retires, such retirement date, except not with respect to that portion of the SARs equal to the number of such shares multiplied by the ratio of (a) the number of days between the Award Date and the retirement date inclusive, over (b) the number of days in the twelve (12) month period following the Award Date.] [Notwithstanding the preceding sentence, if an Approved Retiree retires before <<**DATE**>>, the Approved Retiree's SARs granted hereunder shall expire immediately with respect to the number of such SARs granted under this Agreement multiplied by the ratio of (a) the number of days after the Approved Retiree's retirement date and before <<**DATE**>>, over (b) the number of days on and after the Grant Date and before <<DATE>>.] In the event of the death [or Disability] of Employee without Approved Retiree status during the three (3) month period following termination of employment [(other than due to Disability)] or a leave of absence over twelve (12) months (except a leave of absence approved by the Board or Committee), the SARs shall be exercisable by [Employee or] Employee's personal representative, heirs or legatees to the same extent and during the same period that Employee could have exercised the SAR if Employee had not died [or experienced a Disability]. In the event of the death [or Disability] of Employee while an employee of the Company or while an Approved Retiree, the SAR (if the waiting period has elapsed) shall be exercisable in its entirety by [Employee (or, if applicable,] Employee's personal representatives, heirs or legatees []] at any time prior to the expiration of one year from the date of the death [or Disability] of Employee, but in no event after the term for which the SAR was granted. For purposes of this Agreement, an "Approved Retiree" is any SAR holder who (i) [terminates employment by reason of a Disability, or (ii) (A)] retires from employment with the Company with the specific approval of the Committee on or after such date on which the SAR holder has attained age 55 and completed 10 Years of Service, and [(ii)] [(B)] has entered into and has not breached an agreement to refrain from Engaging in Competition in form and substance satisfactory to the Committee; and if the Committee subsequently determines, in its sole discretion, that an Approved Retiree has violated the provisions of the Agreement to refrain from Engaging in Competition, or has engaged in willful acts or omissions or acts or omissions of gross negligence that are or potentially are injurious to the Company's operations, financial condition or business reputation, such Approved Retiree shall have ninety (90) days from the date of such finding within which to exercise any SARs or portions thereof which are exercisable on such date, and any SARs or portions thereof which are not exercised within such ninety (90) day period shall expire and any SARs or portion thereof which are not exercisable on such date shall be canceled on such date.

[9A. **Non-Solicitation.** In consideration of good and valuable consideration in the form of the SAR Awards granted herein to which Employee is not otherwise entitled, the receipt and sufficiency of which are hereby acknowledged, and in recognition of the Company's legitimate purpose of avoiding for limited times competition from persons whom Marriott has trained and/or given experience, Employee agrees that during the period beginning on the Grant Date and ending one year following his termination of employment with the Company, whether such termination of employment is voluntary or involuntary or with or without cause, he will not, on his own behalf or as a partner, officer, director, employee, agent, or

consultant of any other person or entity, directly or indirectly contact, solicit or induce (or attempt to solicit or induce) any employee of the Company to leave their employment with the Company or consider employment with any other person or entity. Employee and the Company agree that any breach by Employee of the non-solicitation obligation under this paragraph will cause the Company immediate, material and irreparable injury and damage, and there is no adequate remedy at law for such breach. Accordingly, in the event of such breach, in addition to any other remedies it may have at law or in equity, the Company shall be entitled immediately to seek enforcement of this Agreement in a court of competent jurisdiction by means of a decree of specific performance, an injunction without the posting of a bond or the requirement of any other guarantee, any other form of equitable relief, liquidated damages in the amount of one hundred fifty percent (150%) of the Fair Market Value of the Awards granted hereunder as of the Grant Date, and the Company is entitled to recover from Employee the costs and attorneys' fees it incurs to recover under or enforce this Agreement. This provision is not a waiver of any other rights that the Company may have under this Agreement, including the right to receive money damages.]

10. **Consent.** By executing this Agreement, Employee consents to the collection, maintenance and processing of Employee's personal information (such as Employee's name, home address, home telephone number and email address, social security number, assets and income information, birth date, hire date, termination date, other employment information, citizenship, marital status) by the Company and the Company's service providers for the purposes of (i) administering the Plan (including ensuring that the conditions of transfer are satisfied from the Award Date through the Exercise Date), (ii) providing Employee with services in connection with Employee's participation in the Plan, [and] (iii) meeting legal and regulatory requirements [and (iv) for any other purpose to which Employee may consent] ("Permitted Purposes"). Employee's personal information will not be processed for longer than is necessary for such Permitted Purposes. Employee's personal information is collected from the following sources:

(a) from this Agreement, investor questionnaires or other forms that Employee submits to the Company or contracts that Employee enters into with the Company;

(b) from Employee's transactions with the Company, the Company's affiliates and service providers;

(c) from Employee's employment records with the Company; and

(d) from meetings, telephone conversations and other communications with Employee.

In addition, Employee further consents to the Company disclosing Employee's personal information to the Company's third party service providers and affiliates and other entities in connection with the services the Company provides related to Employee's participation in the Plan, including:

(a) financial service providers, such as broker-dealers, custodians, banks and others used to finance or facilitate transactions by, or operations of, the Plan;

(b) other service providers to the Plan, such as accounting, legal, or tax preparation services;

(c) regulatory authorities; and

(d) transfer agents, portfolio companies, brokerage firms and the like, in connection with distributions to Plan participants.

Where Employee's personal information is provided to such third parties, the Company requires (to the extent permitted by applicable law) that such parties agree to process Employee's personal information in accordance with the Company's instructions.

Employee's personal information is maintained on the Company's networks and the networks of the Company's service providers, which may be in the United States or other countries other than the country in which this Award was granted. Employee acknowledges and agrees that the transfer of Employee's personal information to the United States or other countries other than the country in which this Award was granted is necessary for the Permitted Purposes. To the extent (if any) that the provisions of the European Union's Data Protection Directive (Directive 95/46/EC of the European Parliament and of the Council) and/or applicable national legislation derived from such Directive apply, then by executing this Agreement Employee expressly consents to the transfer of Employee's personal information outside of the European Economic Area. Employee may access Employee's personal information to verify its accuracy, update Employee's personal information and/or request a copy of Employee's personal information by contacting Employee's local Human Resources representative. Employee may obtain account transaction information online or by contacting the Plan record keeper as described in the Plan enrollment materials. By accepting the terms of this Agreement, Employee further agrees to the same terms with respect to other Awards Employee received in any prior year under the Plan.

11. **No Additional Rights.** Benefits under this Plan are not guaranteed. The grant of Awards is a one-time benefit and does not create any contractual or other right or claim to any future grants of Awards under the Plan, nor does a grant of Awards

guarantee future participation in the Plan. The value of Employee's Awards is an extraordinary item outside the scope of Employee's employment contract, if any. Employee's Awards are not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end-of-service payments, bonuses, long-term service awards, pension or retirement benefits (except as otherwise provided by the terms of any U.S.-qualified retirement or pension plan maintained by the Company or any of its subsidiaries), or similar payments. By accepting the terms of this Agreement, Employee further agrees to these same terms and conditions with respect to any other Awards Employee received in any prior year under the Plan.

12. **Recapitalization or Reorganization.** Certain events affecting the Common Stock of the Company and mergers, consolidations and reorganizations affecting the Company may affect the number or type of securities deliverable upon exercise of the SAR or limit the remaining term over which the SAR may be exercised.

13. **General Restriction.** In accordance with the terms of the Plan, the Company may limit or suspend the exercisability of the SARs or the purchase or issuance of SAR Shares thereunder under certain circumstances. Any delay caused thereby shall in no way affect the date of termination of the SARs.

14. **Amendment of This Agreement.** The Board of Directors may at any time amend, suspend or terminate the Plan; provided, however, that no amendment, suspension or termination of the Plan or the SARs shall adversely affect in any material way the SARs without the written consent of Employee.

15. **Notices.** Notices hereunder shall be in writing, and if to the Company, may be delivered personally to the Compensation Department or such other party as designated by the Company or mailed to its principal office at 10400 Fernwood Road, Bethesda, Maryland 20817, addressed to the attention of the SAR Administrator (Department 935.40), and if to Employee, may be delivered personally or mailed to Employee at his or her address on the records of the Company.

16. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and the successors and assigns of the Company and, to the extent provided in Paragraph 9 above and the provisions of the Plan, to the personal representatives, legatees and heirs of Employee.

17. **No Effect on Employment.** Nothing contained in this Agreement shall be construed to limit or restrict the right of the Company to terminate Employee's employment at any time, with or without cause, or to increase or decrease Employee's compensation from the rate of compensation in existence at the time this Agreement is executed.

18. [**Additional (Non-U.S.) Terms and Conditions.** [Notwithstanding the foregoing terms and conditions of this Award, Employee acknowledges that applicable law (including rules or regulations governing securities, foreign ownership, foreign exchange, tax, labor or other matters of any jurisdiction in which Employee may be residing or working at the time of grant of or while holding this Award or any SARs) may prevent or restrict the issuance of Common Shares under this Award or any SARs, and neither the Company nor any affiliate assumes any liability in relation to this Award or any SARs or Common Shares in such case. Moreover, the Company reserves the right to impose other requirements, including additional terms and conditions, on Employee's participation in the Plan, this Award, the SARs and corresponding Common Shares, and any other award or Common Shares acquired under the Plan, or take any other action (including forfeiture of Awards or Common Shares or the forced sale thereof) without liability, if the Company determines it is necessary or advisable in order to comply with applicable law or facilitate the administration of the Plan. Employee agrees to sign any additional agreements or undertakings that the Company requires to accomplish the foregoing. Employee also acknowledges that applicable law may subject Employee to additional procedural or regulatory requirements that Employee is and will be solely responsible for and must fulfill. Any additional requirements, restrictions, or terms and conditions as described in this Section 16 or other applicable disclosures may be set forth in, but are not limited to, the Company's Policies for Global Compliance of Equity Compensation Awards or any other agreement or addendum that may be provided to Employee. Employee also understands that if Employee works, resides, moves to, or otherwise is or becomes subject to applicable law or Company policies of another jurisdiction at any time, certain country-specific notices, disclaimers, and/or terms and conditions may apply to Employee as from the date of grant, unless otherwise determined by the Company in its sole discretion.] [SARs awarded under this Agreement shall be subject to additional terms and conditions, as applicable, set forth in the Company's Policies for Global Compliance of Equity Compensation Awards, which are attached in the Appendix hereto and shall be incorporated herein fully by reference.]]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Award Date.

MARRIOTT INTERNATIONAL, INC.

Executive Vice President and Global Chief Human Resources Officer

EMPLOYEE

<<PARTICIPANT NAME>>

Signed Electronically

[MARRIOTT INTERNATIONAL, INC.
POLICIES FOR GLOBAL COMPLIANCE OF EQUITY COMPENSATION AWARDS

This document (the "Policies") sets forth policies of Marriott International, Inc. ("Marriott") for the administration of equity compensation awards (the "Awards") granted to employees (the "Employees") of Marriott and its subsidiaries (together, the "Company") under the Marriott International, Inc. Stock and Cash Incentive Plan, as amended and restated effective January 1, 2008, and as subsequently amended from time to time (the "Plan"). The Policies apply to certain Employees who have received or held Awards under the Plan while working for the Company outside of the United States.

The Policies, as may be amended by the Company from time to time for changes in law, are an integral part of the terms of each agreement (the "Agreement") under which Awards are granted to Employees under the Plan. As such, the Policies set forth additional requirements or conditions in the non-U.S. jurisdictions indicated below that certain Employees

must satisfy to receive the intended benefits under their Awards. These requirements or conditions are established to ensure that the Company and the Employees comply with applicable legal requirements pertaining to the Awards in those jurisdictions. In addition, the Policies are established to assist the Employees in complying with other legal requirements which may not implicate the Company. These requirements, some carrying civil or criminal penalties for noncompliance, may apply with respect to Employees' Awards or shares of Marriott stock obtained pursuant to the Awards because of such Employees' presence (which may or may not require citizenship or legal residency) in a particular jurisdiction at some time during the term of the Awards.

Legal requirements are often complex and may change frequently. Therefore, the Policies provide general information only and may not be relied upon by Employees as their only source of information relating to the consequences of participation in the Plan, nor may they serve as the basis for recovery against the Company for financial or other penalties incurred by Employees as a result of their noncompliance. Employees should seek appropriate professional advice as to how the relevant laws may apply to them individually.

Certain capitalized terms used but not defined in the Policies have the meanings set forth in the Plan or in the Agreements. To the extent the Policies appear to conflict with the terms of the Plan or the Agreements, the Plan and the Agreement shall control.]

[COUNTRY-SPECIFIC POLICIES

India

Exchange Control Notice. If an Employee is a "Person Resident in India," the Employee must repatriate to India any proceeds from the sale of shares acquired under the Plan and any dividends received in relation to the shares and convert the proceeds into local currency within 90 days of receipt. In addition, such Employee must obtain a foreign inward remittance certificate ("FIRC") from the Indian foreign exchange bank where the Employee deposits the foreign currency upon repatriation, and the Employee must maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employee's employer requests proof of repatriation.

For this purpose, "Person Resident in India" means:

i. a person residing in India for more than one hundred and eighty-two days during the course of the preceding financial year but does not include -

   A. a person who has gone out of India or who stays outside India, in either case -

      1. for or on taking up employment outside India, or

      2. for carrying on a business or vocation outside India, or

      3. for any other purpose, in such circumstances as would indicate his intention to stay outside India for an uncertain period; or

   B. a person who has come to or stays in India, in either case, otherwise than -

      1. for or on taking up employment in India, or

      2. for carrying on in India a business or vocation in India, or

      3. for any other purpose, in such circumstances as would indicate his intention to stay in India for an uncertain period.

SOUTH AFRICA

The Plan falls within the scope of international share incentive schemes approved by the Financial Surveillance Department of the South African Reserve Bank.

Private individuals are allowed to participate in offshore share incentive or share option schemes, provided that such participation is financed in terms of the foreign capital allowance dispensation (i.e. the individual is limited to payment of R4million per annum for such participation) and/or from the proceeds of authorized foreign assets.

Since the cost of the participation of an individual in the Plan will be charged to the South African employer, the acquisition of shares will have a direct impact on the country's foreign exchange reserves, which means that the participation of the individual will be limited to the value of R4million per annum. Should an employee who qualifies in terms of the incentive scheme wish to acquire shares valued in excess of the amount of R4 million, payment thereof may be effected provided such shares are immediately disposed of and the full sale proceeds thereof transferred to South Africa in terms of Regulation 6.

Thailand

Exchange Control Notice. An Employees who is resident in Thailand (with the exception of an Employee who is a foreigner permitted to reside or work in Thailand for a period not exceeding three months) must repatriate to Thailand the proceeds from the sale of shares acquired under the Plan and any cash dividends received in relation to the shares and convert the funds to Thai Baht within 360 days of receipt. If the repatriated amount is U.S. $20,000 or more, the Employee must report the inward remittance by submitting the Foreign Exchange Transaction Form, which can be obtained from any commercial bank in Thailand, to an authorized agent, *i.e.*, a commercial bank authorized by the Bank of Thailand to engage in the purchase, exchange and withdrawal of foreign currency.]

Exhibit 10.13

PERFORMANCE SHARE UNIT AWARD AGREEMENT[1]
MARRIOTT INTERNATIONAL, INC.
STOCK AND CASH INCENTIVE PLAN

THIS AGREEMENT (the "Agreement") is made on **<<GRANT DATE>>** (the "Grant Date") by MARRIOTT INTERNATIONAL, INC. (the "Company") and **<<PARTICIPANT NAME>>** ("Employee").

WITNESSETH:

WHEREAS, the Company maintains the Marriott International, Inc. Stock and Cash Incentive Plan, as amended (the "Plan"); and

WHEREAS, the Company wishes to award to designated employees certain Other Share-Based Awards ("Awards") as provided in Article 10 of the Plan to be known as "Performance Share Unit" awards; and

WHEREAS, Employee has been approved by the Compensation Policy Committee (the "Committee") of the Company's Board of Directors (the "Board") to receive an award of Performance Share Units under the Plan;

NOW, THEREFORE, it is agreed as follows:

1. **Prospectus.** Employee has been provided with, and hereby acknowledges receipt of, a Prospectus for the Plan dated **<<DATE>>**, which contains, among other things, a detailed description of the Other Share-Based Awards provisions of the Plan. Employee further acknowledges that he has read the Prospectus and this Agreement, and that Employee understands the provisions thereof.

2. **Interpretation.** The provisions of the Plan are incorporated herein by reference and form an integral part of this Agreement. Except as otherwise set forth herein, capitalized terms used herein shall have the meanings given to them in the Plan. In the event of any inconsistency between this Agreement and the Plan, the terms of the Plan shall govern. A copy of the Plan is available from the Compensation Department of the Company upon request. All decisions and interpretations made by the Committee or its delegate with regard to any question arising hereunder or under the Plan shall be binding and conclusive.

3. **Grant of Performance Share Units.** Subject to the terms of the Plan, Employee's acceptance of this Agreement, and subject to satisfaction of the tax provisions of the Company's International Assignment Policy ("IAP"), if applicable, the Company hereby grants this target award (the "Award") of **<<QTY GRANTED>>** Performance Share Units as of the Grant Date. The Performance Share Units are contingently awarded and will be earned and payable if and to the extent that (i) the performance goals set forth in Appendix A are achieved for the **<<#>>**-year performance period beginning January 1, **<<YEAR>>** and ending December 31, **<<YEAR>>** (the "Performance Period"), and (ii) the Conditions of Transfer set forth in paragraph 5 are satisfied. The Committee in its sole discretion may modify this Award at any time to add or change such performance conditions as it deems appropriate in order for the Award to qualify (or continue to qualify) as "performance-based compensation" for purposes of section 162(m) of the Code.

The number of Performance Share Units that Employee will earn (if any) may be greater, equal to or less than the Award, and will be based on the performance level achieved. Performance level is measured against the threshold, target and maximum performance levels set forth in Appendix A. The number of Performance Share Units earned is calculated as a percentage of the Award: if the threshold performance level is achieved, **<<X>>**% of the number of Performance Share Units subject to the Award will be earned; if the target performance level is achieved, 100% of the Performance Share Units subject to the Award will be earned; if the maximum performance level is achieved, **<<X>>**% of the Performance Share Units subject to the Award will be earned. If actual performance is between levels, the number of Performance Share Units earned will be interpolated on a straight line basis for pro-rata achievement of the performance goals. Failure to achieve threshold performance will result in no Performance Share Units being earned. The Award shall remain forfeitable except to the extent the Committee certifies the performance at the end of the Performance Period and the Conditions of Transfer set forth in paragraph 5 are satisfied.

[1] Bracketed language indicates additional or alternative language that appears in some award agreements.

4. **Distribution of Performance Share Units.** Subject to satisfaction of the performance goal set forth in Appendix A and the Conditions of Transfer in paragraph 5, the Performance Share Units shall be distributed on February 15, **<<YEAR>>**, or if later, the day after the Committee certifies that the performance goal set forth in Appendix A has been satisfied at the end of the Performance Period (the "Distribution Date"). Notwithstanding the foregoing, in the event that on the Distribution Date stock of the Company is not traded on the NASDAQ or another national exchange, then the Distribution Date shall be the next following day on which the stock of the Company is traded on the NASDAQ or another national exchange ("Trading Day"). Notwithstanding the foregoing, the Distribution Date shall not be later than December 31, **<<YEAR>>**.

On the Distribution Date, provided the threshold performance goal set forth in Appendix A and the Conditions of Transfer have been satisfied, the Company shall transfer a corresponding number of shares of the Common Stock of the Company (the "Common Shares") (which may be reduced by the number of shares withheld to satisfy withholding taxes as set forth in paragraph 9 below, if share reduction is the method utilized for satisfying the tax withholding obligation) to an individual brokerage account (the "Account") established and maintained in Employee's name. Employee shall have all the rights of a stockholder with respect to such Common Shares following their transfer to the Account, including but not limited to the right to vote the Common Shares , to sell, transfer, liquidate or otherwise dispose of the Common Shares, and to receive all dividends or other distributions paid or made with respect to the Common Shares from the time they are deposited in the Account. Employee shall have no voting, transfer, liquidation, dividend or other rights of a Common Share stockholder with respect to Performance Share Units prior to such time that the corresponding Common Shares are transferred, if at all, to Employee's Account.

5. **Conditions of Transfer**. With respect to any Performance Share Units awarded to Employee, as a condition of Employee receiving a transfer of corresponding Common Shares in accordance with paragraph 4 above, Employee shall meet all of the following conditions during the entire period from the Grant Date hereof through the Distribution Date relating to such Performance Share Units:

(a) Employee must continue to be an active employee of the Company ("Continuous Employment");

(b) Employee must refrain from Engaging in Competition (as defined in Section 2.25 of the Plan) without first having obtained the written consent thereto from the Company ("Non-competition"); and

(c) Employee must refrain from committing any criminal offense or malicious tort relating to or against the Company or, as determined by the Committee in its discretion, engaging in willful acts or omissions or acts or omissions of gross negligence that are or potentially are injurious to the Company's operations, financial condition or business reputation. ("No Improper Conduct"). The Company's determination as to whether or not particular conduct constitutes Improper Conduct shall be conclusive.

If Employee should fail to meet the requirements relating to (i) Continuous Employment, (ii) Non-competition, or (iii) No Improper Conduct, then Employee shall forfeit the right to receive a distribution of any Performance Share Units for which the above conditions of transfer have not already been met as of the time such failure is determined, and Employee shall accordingly forfeit the right to receive the transfer of title to any corresponding Common Shares. The forfeiture of rights with respect to Performance Share Units (and corresponding Common Shares) shall not affect the rights of Employee with respect to any Performance Share Units for which the above conditions of transfer already have been met nor with respect to any Common Shares the title of which has already been transferred to Employee's Account.

6. **Non-Assignability.** The Performance Share Units shall not be assignable or transferable by Employee except by will or by the laws of descent and distribution. During Employee's lifetime, the Performance Share Units may be exercised only by Employee or, in the event of incompetence, by Employee's legally appointed guardian.

7. **Effect of Termination of Employment**. Except as specified below, if the Employee ceases to be employed by, or provide services to, the Company before the Distribution Date, the Award will be forfeited.

(a) In the event Employee's Continuous Employment [terminates] [is terminated] prior to the relevant Distribution Date [by reason] [on account] of death [or Disability (as defined in Section 2.19 of the Plan)], and if Employee had otherwise met the requirements of Continuous Employment, Non-competition and No Improper Conduct from the Grant Date through the date of such death [or Disability], then Employee shall upon death [or Disability (as the case may be)] be deemed to have fully satisfied all of the Conditions of Transfer in paragraph 5 and to have met the target level of performance with respect to the goal set forth in Appendix A, and Employee's rights hereunder with respect to any such Performance Share Units shall inure to the benefit of [Employee (or, in the case of death] Employee's executors, administrators, personal representatives and assigns[)].

(b) In the event Employee's Continuous Employment terminates prior to the Distribution Date by reason of Employee's Retirement (as defined below), and if Employee had otherwise met the requirements of Continuous Employment, Non-competition and No Improper Conduct from the Grant Date through the date of such Retirement, and provided

that Employee continues to meet the requirements of Non-competition and No Improper Conduct, then Employee's rights hereunder with respect to any outstanding Performance Share Units shall continue in the same manner as if Employee continued to meet the Continuous Employment requirement through the Distribution Date related to the Award, except not for that portion of Performance Share Units granted less than one year prior to Employee's termination equal to such number of shares multiplied by the ratio of (a) the number of days after the termination date and before the first anniversary of the Grant Date, over (b) the number of days in the twelve (12) month period following the Grant Date. For purposes of this Agreement, "Retirement" shall mean termination of employment [on account of Disability (as defined in Section 2.19 of the Plan) or] by retiring with the specific approval of the Committee on or after such date on which Employee has attained age 55 and completed ten (10) Years of Service.

Except as set forth in this paragraph 7 above, no other transfer of rights with respect to Performance Share Units shall be permitted pursuant to this Agreement.

8. **Non-Solicitation.** In consideration of good and valuable consideration in the form of the Performance Share Unit Awards granted herein to which Employee is not otherwise entitled, the receipt and sufficiency of which are hereby acknowledged, and in recognition of the Company's legitimate purpose of avoiding for limited times competition from persons whom Marriott has trained and/or given experience, Employee agrees that during the period beginning on the Grant Date and ending one year following his termination of employment with the Company, whether such termination of employment is voluntary or involuntary or with or without cause, he will not, on his own behalf or as a partner, officer, director, employee, agent, or consultant of any other person or entity, directly or indirectly contact, solicit or induce (or attempt to solicit or induce) any employee of the Company to leave their employment with the Company or consider employment with any other person or entity. Employee and the Company agree that any breach by Employee of the non-solicitation obligation under this paragraph will cause the Company immediate, material and irreparable injury and damage, and there is no adequate remedy at law for such breach. Accordingly, in the event of such breach, in addition to any other remedies it may have at law or in equity, the Company shall be entitled immediately to seek enforcement of this Agreement in a court of competent jurisdiction by means of a decree of specific performance, an injunction without the posting of a bond or the requirement of any other guarantee, any other form of equitable relief, liquidated damages in the amount of one hundred fifty percent (150%) of the Fair Market Value of the Awards granted hereunder as of the Grant Date, and the Company is entitled to recover from Employee the costs and attorneys' fees it incurs to recover under or enforce this Agreement. This provision is not a waiver of any other rights that the Company may have under this Agreement, including the right to receive money damages.

9. Taxes. The transfer of Common Shares shall be subject to the further condition that the Company shall provide for the withholding of any taxes required by applicable federal, state, or local law by reducing the number of Performance Share Units to be transferred to Employee's Account or by such other manner as the Committee shall determine in its discretion.

10. Consent. By executing this Agreement, Employee consents to the collection, maintenance and processing of Employee's personal information (such as Employee's name, home address, home telephone number and email address, social security number, assets and income information, birth date, hire date, termination date, other employment information, citizenship, marital status) by the Company and the Company's service providers for the purposes of (i) administering the Plan (including ensuring that the conditions of transfer are satisfied from the Grant Date through the Distribution Date), (ii) providing Employee with services in connection with Employee's participation in the Plan, and (iii) meeting legal and regulatory requirements ("Permitted Purposes"). Employee's personal information will not be processed for longer than is necessary for such Permitted Purposes. Employee's personal information is collected from the following sources:

(a) from this Agreement, investor questionnaires or other forms that Employee submits to the Company or contracts that Employee enters into with the Company;
(b) from Employee's transactions with the Company, the Company's affiliates and service providers;
(c) from Employee's employment records with the Company; and
(d) from meetings, telephone conversations and other communications with Employee.

In addition, Employee further consents to the Company disclosing Employee's personal information to the Company's third party service providers and affiliates and other entities in connection with the services the Company provides related to Employee's participation in the Plan, including:

(a) financial service providers, such as broker-dealers, custodians, banks and others used to finance or facilitate transactions by, or operations of, the Plan;
(b) other service providers to the Plan, such as accounting, legal, or tax preparation services;
(c) regulatory authorities; and
(d) transfer agents, portfolio companies, brokerage firms and the like, in connection with distributions to Plan participants.

Where Employee's personal information is provided to such third parties, the Company requires (to the extent permitted by applicable law) that such parties agree to process Employee's personal information in accordance with the Company's instructions.

Employee's personal information is maintained on the Company's networks and the networks of the Company's service providers, which may be in the United States or other countries other than the country in which this Award was granted. Employee acknowledges and agrees that the transfer of Employee's personal information to the United States or other
countries other than the country in which this Award was granted is necessary for the Permitted Purposes. To the extent (if any) that the provisions of the European Union's Data Protection Directive (Directive 95/46/EC of the European Parliament and of
the Council) and/or applicable national legislation derived from such Directive apply, then by executing this Agreement Employee expressly consents to the transfer of Employee's personal information outside of the European Economic Area. Employee may access Employee's personal information to verify its accuracy, update Employee's personal information and/or request a copy of Employee's personal information by contacting Employee's local Human Resources representative. Employee may obtain account transaction information online or by contacting the Plan record keeper as described in the Plan enrollment materials. By accepting the terms of this Agreement, Employee further agrees to the same terms with respect to other Awards Employee received in any prior year under the Plan.

11. No Additional Rights. Benefits under this Plan are not guaranteed. The grant of Awards is a one-time benefit and does not create any contractual or other right or claim to any future grants of Awards under the Plan, nor does a grant of Awards guarantee future participation in the Plan. The value of Employee's Awards is an extraordinary item outside the scope of Employee's employment contract, if any. Employee's Awards are not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end-of-service payments, bonuses, long-term service awards, pension or retirement benefits (except as otherwise provided by the terms of any U.S.-qualified retirement or pension plan maintained by the Company), or similar payments. By accepting the terms of this Agreement, Employee further agrees to these same terms and conditions with respect to any other Awards Employee received in any prior year under the Plan.

12. Amendment of This Agreement. The Board of Directors may at any time amend, suspend or terminate the Plan; provided, however, that no amendment, suspension or termination of the Plan or the Award shall adversely affect the Award in any material way without written consent of Employee.

13. Notices. Notices hereunder shall be in writing, and if to the Company, may be delivered personally to the Compensation Department or such other party as designated by the Company or mailed to its principal office at 10400 Fernwood Road, Bethesda, Maryland 20817, addressed to the attention of the Stock Option Administrator (Department 935.40), and if to Employee, may be delivered personally or mailed to Employee at his or her address on the records of the Company.

14. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and the successors and assigns of the Company and, to the extent provided in paragraph 7 above and in the Plan, to the personal representatives, legatees and heirs of Employee.

15. No Effect on Employment. This agreement is not a contract of employment or otherwise a limitation on the right of the Company to terminate the employment of Employee or to increase or decrease Employee's compensation from the rate of compensation in existence at the time this Agreement is executed.

16. Additional (Non-U.S.) Terms and Conditions. [Notwithstanding the foregoing terms and conditions of this Award, Employee acknowledges that applicable law (including rules or regulations governing securities, foreign ownership, foreign exchange, tax, labor or other matters of any jurisdiction in which Employee may be residing or working at the time of grant of or while holding this Award or any Performance Share Units) may prevent or restrict the issuance of Common Shares under this Award or any Performance Share Units, and neither the Company nor any affiliate assumes any liability in relation to this Award or any Performance Share Units or Common Shares in such case. Moreover, the Company reserves the right to impose other requirements, including additional terms and conditions, on Employee's participation in the Plan, this Award, the Performance Share Units and corresponding Common Shares, and any other award or Common Shares acquired under the Plan, or take any other action (including forfeiture of Awards or Common Shares or the forced sale thereof) without liability, if the Company determines it is necessary or advisable in order to comply with applicable law or facilitate the administration of the Plan. Employee agrees to sign any additional agreements or undertakings that the Company requires to accomplish the foregoing. Employee also acknowledges that applicable law may subject Employee to additional procedural or regulatory requirements that Employee is and will be solely responsible for and must fulfill. Any additional requirements, restrictions, or terms and conditions as described in this Section 16 or other applicable disclosures may be set forth in, but are not limited to, the Company's Policies for Global Compliance of Equity Compensation Awards or any other agreement or addendum that may

be provided to Employee. Employee also understands that if Employee works, resides, moves to, or otherwise is or becomes subject to applicable law or Company policies of another jurisdiction at any time, certain country-specific notices, disclaimers, and/or terms and conditions may apply to Employee as from the date of grant, unless otherwise determined by the Company in its sole discretion.] [Performance Share Units awarded under this Agreement shall be subject to additional terms and conditions, as applicable, set forth in the Company's Policies for Global Compliance of Equity Compensation Awards, which are attached in the Appendix hereto and shall be incorporated herein fully by reference.]

IN WITNESS WHEREOF, MARRIOTT INTERNATIONAL, INC. has caused this Agreement to be signed by its Executive Vice President and Global Chief Human Resources Officer, effective the day and year first hereinabove written.

MARRIOTT INTERNATIONAL, INC.	EMPLOYEE
	<<PARTICIPANT NAME>>
Executive Vice President and Global Chief Human Resources Officer	Signed Electronically

APPENDIX A

PERFORMANCE GOAL

The number of Performance Share Units that may be earned shall be determined based on the actual performance level achieved with respect to the following performance measure for the Performance Period. The chart below sets forth the percentage of Award at each performance level:

Performance Measure	Accomplishment vs. Target	% of Target Units Earned*

* The number of Performance Share Units earned will be interpolated for achievement between two of the accomplishment levels. No Performance Share Units will be earned for achievement below the threshold performance level.

The Committee in its sole discretion may modify this Award at any time to add or change such performance conditions as it deems appropriate in order for the Award to qualify (or continue to qualify) as "performance-based compensation" for purposes of section 162(m) of the Internal Revenue Code.

[MARRIOTT INTERNATIONAL, INC.

POLICIES FOR GLOBAL COMPLIANCE OF EQUITY COMPENSATION AWARDS

This document (the "Policies") sets forth policies of Marriott International, Inc. ("Marriott") for the administration of equity compensation awards (the "Awards") granted to employees (the "Employees") of Marriott and its subsidiaries (together, the "Company") under the Marriott International, Inc. Stock and Cash Incentive Plan, as amended and restated effective January 1, 2008, and as subsequently amended from time to time (the "Plan"). The Policies apply to certain Employees who have received or held Awards under the Plan while working for the Company outside of the United States.

The Policies, as may be amended by the Company from time to time for changes in law, are an integral part of the terms of each agreement (the "Agreement") under which Awards are granted to Employees under the Plan. As such, the Policies set forth additional requirements or conditions in the non-U.S. jurisdictions indicated below that certain Employees must satisfy to receive the intended benefits under their Awards. These requirements or conditions are established to ensure that the Company and the Employees comply with applicable legal requirements pertaining to the Awards in those jurisdictions. In addition, the Policies are established to assist the Employees in complying with other legal requirements which may not implicate the Company. These requirements, some carrying civil or criminal penalties for noncompliance, may apply with respect to Employees' Awards or shares of Marriott stock obtained pursuant to the Awards because of such Employees' presence (which may or may not require citizenship or legal residency) in a particular jurisdiction at some time during the term of the Awards.

Legal requirements are often complex and may change frequently. Therefore, the Policies provide general information only and may not be relied upon by Employees as their only source of information relating to the consequences of participation in the Plan, nor may they serve as the basis for recovery against the Company for financial or other penalties incurred by Employees as a result of their noncompliance. Employees should seek appropriate professional advice as to how the relevant laws may apply to them individually.

Certain capitalized terms used but not defined in the Policies have the meanings set forth in the Plan or in the Agreements. To the extent the Policies appear to conflict with the terms of the Plan or the Agreements, the Plan and the Agreement shall control.]

[COUNTRY-SPECIFIC POLICIES

INDIA

Exchange Control Notice. If an Employee is a "Person Resident in India," the Employee must repatriate to India any proceeds from the sale of shares acquired under the Plan and any dividends received in relation to the shares and convert the proceeds into local currency within 90 days of receipt. In addition, such Employee must obtain a foreign inward remittance certificate ("FIRC") from the Indian foreign exchange bank where the Employee deposits the foreign currency upon repatriation, and the Employee must maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employee's employer requests proof of repatriation.

For this purpose, "Person Resident in India" means:

i. a person residing in India for more than one hundred and eighty-two days during the course of the preceding financial year but does not include -

A. a person who has gone out of India or who stays outside India, in either case -
   1. for or on taking up employment outside India, or
   2. for carrying on a business or vocation outside India, or
   3. for any other purpose, in such circumstances as would indicate his intention to stay outside India for an uncertain period; or

B. a person who has come to or stays in India, in either case, otherwise than -
   1. for or on taking up employment in India, or
   2. for carrying on in India a business or vocation in India, or
   3. for any other purpose, in such circumstances as would indicate his intention to stay in India for an uncertain period.

SOUTH AFRICA

The Plan falls within the scope of international share incentive schemes approved by the Financial Surveillance Department of the South African Reserve Bank.

Private individuals are allowed to participate in offshore share incentive or share option schemes, provided that such participation is financed in terms of the foreign capital allowance dispensation (i.e. the individual is limited to payment of R4million per annum for such participation) and/or from the proceeds of authorised foreign assets.

Since the cost of the participation of an individual in the Plan will be charged to the South African employer, the acquisition of shares will have a direct impact on the country's foreign exchange reserves, which means that the participation of the individual will be limited to the value of R4million per annum. Should an employee who qualifies in terms of the incentive scheme wish to acquire shares valued in excess of the amount of R4 million, payment thereof may be effected provided such shares are immediately disposed of and the full sale proceeds thereof transferred to South Africa in terms of Regulation 6.

THAILAND

Exchange Control Notice. An Employees who is resident in Thailand (with the exception of an Employee who is a foreigner permitted to reside or work in Thailand for a period not exceeding three months) must repatriate to Thailand the proceeds from the sale of shares acquired under the Plan and any cash dividends received in relation to the shares and convert the funds to Thai Baht within 360 days of receipt. If the repatriated amount is U.S. $20,000 or more, the Employee must report the inward remittance by submitting the Foreign Exchange Transaction Form, which can be obtained from any commercial bank in Thailand, to an authorized agent, *i.e.*, a commercial bank authorized by the Bank of Thailand to engage in the purchase, exchange and withdrawal of foreign currency.]

Exhibit 10.20

AMENDMENT DATED JUNE 29, 2016 TO THE STARWOOD 2013 LONG-TERM INCENTIVE COMPENSATION PLAN, THE STARWOOD 2004 LONG-TERM INCENTIVE COMPENSATION PLAN, THE STARWOOD 2002 LONG-TERM INCENTIVE COMPENSATION PLAN, AND THE STARWOOD 1999 LONG-TERM INCENTIVE COMPENSATION PLAN

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starwood
Hotels and
Resorts

**UNANIMOUS WRITTEN CONSENT OF THE
COMPENSATION COMMITTEE
OF THE
BOARD OF DIRECTORS OF
STARWOOD HOTELS & RESORTS WORLDWIDE, INC.**

The undersigned, being all of the members of the Compensation Committee (the "Committee") of the Board of Directors ("Board") of Starwood Hotels & Resorts Worldwide, Inc., a Maryland corporation (the "Company"), acting under the authority granted by the applicable provisions of the Maryland General Corporation Law, waive notice and formal convening of a special meeting of the Committee and adopt the following resolutions by Unanimous Written Consent (this "Consent") in lieu of a meeting as of June 29, 2016:

WHEREAS, the Company sponsors the Starwood Hotels & Resorts Worldwide, Inc. 2013 Long-Term Incentive Compensation Plan (the "2013 Plan"), the Starwood Hotels & Resorts Worldwide, Inc. 2004 Long-Term Incentive Compensation Plan, as amended and restated in December 2008, as amended (the "2004 Plan"), the Starwood Hotels & Resorts Worldwide, Inc. 2002 Long-Term Incentive Compensation Plan, as amended (the "2002 Plan"), the Starwood Hotels & Resorts Worldwide, Inc. 1999 Long-Term Incentive Compensation Plan, as amended (the "1999 Plan"), and the Starwood Hotels & Resorts Worldwide, Inc. 1995 Long-Term Incentive Plan, as amended and restated, as amended (the "1995 Plan" and, together with the 2013 Plan, the 2004 Plan, the 2002 Plan and the 1999 Plan, the "Plans"); and

WHEREAS, pursuant to Section 14.1 of the 2002 Plan, Section 14.1 of the 2004 Plan and Section 15.1 of the 2013 Plan, the Committee has reserved the right to amend the Plans (other than the 1999 Plan and the 1995 Plan) from time to time in whole or in part, provided that no such action shall adversely affect any rights or obligations with respect to any awards previously granted under such Plans, unless the affected participants consent in writing; and

WHEREAS, pursuant to Section 16.1 of the 1999 Plan, the Board has reserved the right to amend the 1999 Plan from time to time in whole or in part, subject to Section 16.3 of the 1999 Plan; and

WHEREAS, pursuant to Section 7.2 of the 1995 Plan, the Board has reserved the right to make certain amendments to the 1995 Plan, as described in the 1995 Plan; and

WHEREAS, the Committee's Charter, as approved by the Board, provides that the Committee will "[a]ct on behalf of the Board in administering (or providing for the administration of) compensation plans approved by the Board or stockholders in a manner consistent with the terms of such plans, including authorizing all awards pursuant to such plans"; and

WHEREAS, the Plans (other than the 1999 Plan and the 1995 Plan) also provide the Committee with authority, *inter alia*, to interpret, construe and administer the terms and intent of such Plans and any award agreements thereunder; and

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WHEREAS, the 1999 Plan and the 1995 Plan also provide the Committee with authority, *inter alia*, to administer and interpret the 1999 Plan and the 1995 Plan, respectively; and

WHEREAS, the Company has entered into the Agreement and Plan of Merger, dated as of November 15, 2015, by and among the Company, Marriott International, Inc. ("Marriott"), *et al.*, as thereafter amended by the Amendment Number 1 to Agreement and Plan of Merger (the "Merger Agreement"), pursuant to which Merger Agreement the Company will become a wholly owned indirect subsidiary of Marriott (the "Merger"); and

WHEREAS, the Committee desires to ensure that, contingent on the closing of the Merger, the administrative and amendment authorities with respect to the Plans are not interrupted on account of the Merger and the resulting dissolution of the Committee; and

WHEREAS, the Company also sponsors the Starwood Hotels & Resorts Worldwide, Inc. Employee Stock Purchase Plan (the "ESPP"); and

WHEREAS, in connection with the Merger, and acknowledging that the last purchases were made under the ESPP in February 2016, with no subsequent contributions to the ESPP since then, the Committee desires to, contingent on the closing of the Merger as contemplated by the Merger Agreement, terminate the ESPP ("ESPP Termination").

NOW, THEREFORE, BE IT RESOLVED, that, contingent on the closing of the Merger as contemplated by the Merger Agreement, the Committee hereby amends Section 2.8 of the 1999 Plan, in its entirety and effective as of the effective date and time of the Merger, to read as follows:

> "2.8. 'Committee' means the Compensation Policy Committee of the Board of Directors of Marriott International, Inc. ('Marriott') or such other committee appointed by the Board of Directors of Marriott, the members of which shall be 'Non-Employee Directors' within the meaning of Rule 16b-3 under the Exchange Act, or any successor provision. The members of the Committee shall be appointed from time to time by, and shall serve at the direction of, the Board of Directors of Marriott."; and be it further

RESOLVED, that, contingent on the closing of the Merger as contemplated by the Merger Agreement, the Committee hereby amends the definition of "Committee" as included in the 1995 Plan, in its entirety and effective as of the effective date and time of the Merger, to read as follows:

> " 'COMMITTEE' shall mean the Compensation Policy Committee of the Board of Directors of Marriott International, Inc. ('Marriott') or such other committee appointed by the Board of Directors of Marriott, the members of which shall be 'Non-Employee Directors' within the meaning of Rule 16b-3 under the Exchange Act, or any successor provision. The members of the Committee shall be appointed from time to time by, and shall serve at the direction of, the Board of Directors of Marriott."; and be it further

RESOLVED, that, contingent on the closing of the Merger as contemplated by the Merger Agreement, the Committee hereby amends Section 2.8 of the 2002 Plan and Section 2.8 of the 2004 Plan, each in its entirety and effective as of the effective date and time of the Merger, to read as follows:

"2.8. 'Committee' means the Compensation Policy Committee of the Board of Directors of Marriott International, Inc. ('Marriott') or such other committee appointed by the Board of Directors of Marriott, the members of which shall be 'Non-Employee Directors' within the meaning of Rule 16b-3 under the Act, or any successor provision. The members of the Committee shall be appointed from time to time by, and shall serve at the direction of, the Board of Directors of Marriott."; and be it further

RESOLVED, that, contingent on the closing of the Merger as contemplated by the Merger Agreement, the Committee hereby amends Section 2.9 of the 2013 Plan, in its entirety and effective as of the effective date and time of the Merger, to read as follows:

"2.9 'Committee' means the Compensation Policy Committee of the Board of Directors of Marriott International, Inc. ('Marriott') or such other committee appointed by the Board of Directors of Marriott, the members of which shall be 'Non-Employee Directors' within the meaning of Rule 16b-3 under the Act, or any successor provision. The members of the Committee shall be appointed from time to time by, and shall serve at the direction of, the Board of Directors of Marriott."; and be it further

RESOLVED, that, contingent on the closing of the Merger as contemplated by the Merger Agreement, the Committee hereby amends Section 16.1 of the 1999 Plan, in its entirety and effective as of the effective date and time of the Merger, to read as follows:

"16.1. Amendment, Modification, and Termination. The Committee or the Board of Directors of Marriott may at any time terminate or from time to time amend the Plan in whole or in part. Marriott will obtain the approval of the stockholders before amending the Plan to the extent required by Code Section 162(m) or 422 and/or the rules of the exchange upon which the shares are traded or other applicable law."; and be it further

RESOLVED, that, contingent on the closing of the Merger as contemplated by the Merger Agreement, the Committee hereby amends Section 14.1 of the 2002 Plan and Section 14.1 of the 2004 Plan, each in its entirety and effective as of the effective date and time of the Merger, to read as follows:

"14.1 *Amendment of Plan.* The Committee or the Board of Directors of Marriott may at any time terminate or from time to time amend the Plan in whole or in part, but no such action shall adversely affect any rights or obligations with respect to any Awards previously granted under the Plan, unless the affected Participants consent in writing. Marriott will obtain the approval of the stockholders before amending the Plan to the extent required by Code Section 162(m) or 422 and/or the rules of the exchange upon which the Shares are traded or other applicable law."; and be it further

RESOLVED, that, contingent on the closing of the Merger as contemplated by the Merger Agreement, the Committee hereby amends Section 15.1 of the 2013 Plan, in its entirety and effective as of the effective date and time of the Merger, to read as follows:

"15.1 *Amendment or Termination of Plan.* The Committee or the Board of Directors of Marriott may at any time terminate or from time to time amend the Plan in whole or in part, but no such action shall adversely affect any rights or obligations with

respect to any Awards previously granted under the Plan, unless the affected Participants consent in writing. Marriott will obtain the approval of the stockholders before amending the Plan to the extent required by Code Section 162(m) or 422 and/or the rules of the exchange upon which the Shares are traded or other applicable law."; and be it further

RESOLVED, that, contingent on the closing of the Merger as contemplated by the Merger Agreement, the Committee hereby amends Section 7.2 of the 1995 Plan, in its entirety and effective as of the effective date and time of the Merger, to read as follows:

"7.2 AMENDMENTS. The Committee or the Board of Directors of Marriott may at any time terminate or from time to time amend this Plan in whole or in part, but no such action shall adversely affect any rights or obligations with respect to any Awards previously granted under this Plan, unless the affected Plan participants consent in writing. Marriott will obtain the approval of the stockholders before amending this Plan to the extent required by Code Section 162(m) or 422 and/or the rules of the exchange upon which the Corporation Shares are traded or other applicable law."; and be it further

RESOLVED, that, contingent on the closing of the Merger as contemplated by the Merger Agreement, the ESPP Termination be, and it hereby is, approved and authorized; and be it further

RESOLVED, that the officers of the Company (each, an "Authorized Officer" and, collectively, the "Authorized Officers") be, and each of them hereby is, authorized to certify as having been adopted by the Committee any and all other resolutions necessary, advisable or appropriate to implement the matters contemplated by the foregoing resolutions, provided that the Secretary of the Company shall include a copy of any such resolutions certified pursuant to the authority given in this resolution with the records of the Company; and, be it further

RESOLVED, that any and all actions previously taken or caused to be taken by the directors or officers of the Company, or any of them, in connection with any of the matters contemplated by any of the foregoing resolutions are hereby acknowledged to be duly authorized acts and deeds performed on behalf of the Company and are hereby approved, adopted, accepted and ratified in all respects; and be it further

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company and under its corporate seal where required, to execute and deliver such additional instruments and documents, and to take or cause to be taken such other actions, as the Authorized Officers or any of them may deem necessary, advisable or appropriate to implement the purposes and intent of the foregoing resolutions, each such instrument and document to be in such form and to contain such information, consistent with the foregoing resolutions, as the Authorized Officers executing the same may approve, the execution and delivery of any such instrument or document by any such officer or the taking of such action to be conclusive evidence of such authorization and approval; and be it further

RESOLVED, that this Consent may be executed or authorized in counterparts, in writing or by electronic transmission, and all such executed or authorized counterparts together shall constitute one instrument.

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IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent of the Compensation Committee as of the first date written above.

Thomas E. Clarke	Eric Hippeau
Clayton C. Daley, Jr.	Thomas O. Ryder
Lizanne Galbreath	

Exhibit 10.21

AMENDMENT DATED SEPTEMBER 23, 2016 TO THE STARWOOD 2013 LONG-TERM INCENTIVE COMPENSATION PLAN, THE STARWOOD 2004 LONG-TERM INCENTIVE COMPENSATION PLAN, THE STARWOOD 2002 LONG-TERM INCENTIVE COMPENSATION PLAN, AND THE STARWOOD 1999 LONG-TERM INCENTIVE COMPENSATION PLAN

Pursuant to a unanimous consent of the Board of Directors of Marriott International, Inc. effective on September 23, 2016 (the "Closing"), the Starwood 2013 Long-Term Incentive Compensation Plan, 2004 Long-Term Incentive Compensation Plan, 2002 Long-Term Incentive Compensation Plan, 1999 Long-Term Incentive Compensation Plan and 1995 Long-Term Incentive Plan (such plans, the "Equity Plans") were amended as follows:

NOW THEREFORE, BE IT RESOLVED, that, upon the Closing, the Company shall assume the Equity Plans and Starwood Awards, and the Equity Plans shall be amended such that, on and from that date forward, all references therein to the "Company" shall mean Marriott International, Inc. and all references therein to "Board" shall mean the Board of Directors of Marriott International, Inc.;

RESOLVED FURTHER, that, on and from the Closing, the Compensation Policy Committee of the Board of the Company shall be authorized to act as the "Committee" under the Equity Plans;

RESOLVED FURTHER, that a number of authorized but unissued shares of common stock, par value $0.01 per share, of the Company ("Company Common Stock") determined by multiplying the number of shares available for awards under the Equity Plans immediately prior to the Closing (including any shares subject to outstanding Starwood Awards) by the Equity Award Exchange Ratio (as such term is defined in the Merger Agreement) is hereby authorized and reserved for issuance pursuant to the Equity Plans, and such shares, when issued in accordance with the terms of the Equity Plans, shall be duly and validly issued, fully paid non-assessable (collectively, the "Authorized Shares");

Exhibit 10.22

AMENDMENT DATED NOVEMBER 10, 2016 TO THE MARRIOTT INTERNATIONAL, INC. STOCK AND CASH INCENTIVE PLAN, THE STARWOOD 2013 LONG-TERM INCENTIVE COMPENSATION PLAN, THE STARWOOD 2004 LONG-TERM INCENTIVE COMPENSATION PLAN, THE STARWOOD 2002 LONG-TERM INCENTIVE COMPENSATION PLAN, AND THE STARWOOD 1999 LONG-TERM INCENTIVE COMPENSATION PLAN

BOARD OF DIRECTORS
OF
MARRIOTT INTERNATIONAL, INC.

NO: BOARD 2016 – 28

DATE: November 10, 2016

Approval of Amendment to the
Marriott International, Inc. Stock and Cash Incentive Plan

WHEREAS, Marriott International, Inc. (the "Company") maintains the Marriott International, Inc. Stock and Cash Incentive Plan (the "Plan");

WHEREAS, pursuant to Article 17.1 of the Plan, the Board may at any time amend the Plan;

WHEREAS, the change-in-control protections under the Plan, which provide for acceleration of award vesting and distribution in the event of a Covered Termination of Employment (as defined in the Plan) in connection with a Change in Control (as defined in the Plan), currently apply only to participants who are Executive Vice Presidents or above or in a position at market reference code 18 or above;

WHEREAS, the Compensation Policy Committee (the "Committee") has recommended that the Board approve an amendment to the Plan to (i) extend the same Change in Control protections to all employee participants for both awards currently outstanding and awards granted hereafter, except as the Committee may otherwise explicitly provide in prospective award agreements under the Plan, and to (ii) make related changes to promote tax efficiency; and

WHEREAS, the Board has reviewed the Committee's recommendation and believes it is reasonable and appropriate.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves and adopts the amendment to the Plan substantially in the form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the Chairman, Chief Executive Officer, and any Vice President of the Company, or their designees, are authorized in the name of, and on behalf of, the Company to take any and all such actions and to expend such funds as shall be necessary or appropriate, in their judgment, to carry out the intent and purposes of these Resolutions.

Approval Related to Change-In-Control Protections
Under Starwood Plans and Awards

WHEREAS, prior to the consummation of the merger transactions by which Starwood Hotels & Resorts Worldwide, LLC (then known as Starwood Hotels & Resorts Worldwide, Inc.) ("Starwood") became a wholly-owned subsidiary of the Company (the "Merger"), Starwood maintained the Starwood Hotels & Resorts Worldwide, Inc. 2013 Long-Term Incentive Compensation Plan, the Starwood Hotels & Resorts Worldwide, Inc. 2004 Long-Term Incentive Compensation Plan, the Starwood Hotels & Resorts Worldwide, Inc. 2002 Long-Term Incentive Compensation Plan, the Starwood Hotels & Resorts Worldwide, Inc. 1999 Long-Term Incentive Compensation Plan and the Starwood Hotels & Resorts Worldwide, Inc. 1995 Long-Term Incentive Plan (collectively, the "Starwood Plans");

WHEREAS, pursuant to the Merger, the Company has assumed the Starwood Plans and all awards granted thereunder, all references therein to "Company" have been amended to mean the Company, and all references therein to "Board" have been amended to mean the Board of Directors of the Company;

WHEREAS, the change-in-control protections for outstanding awards under the Starwood Plans include certain presumptions regarding the circumstances surrounding a participant's termination of employment ("Rebuttable Presumptions") that govern unless the Company establishes to the Board by clear and convincing evidence to the contrary that they are not correct, including, without limitation, positions regarding whether employment was terminated for Cause, for Good Reason, or in connection with or in anticipation of a Change in Control, each as defined in the applicable Starwood Plan or award agreement;

WHEREAS, the Committee has recommended that, in order to increase administrative efficiency, the Board delegate to the Board of Managers of Starwood Hotels & Resorts Worldwide, LLC the authority to determine whether the Company has overcome Rebuttable Presumptions by clear and convincing evidence to the contrary;

WHEREAS, the Board has reviewed the Committee's recommendation and believes it is reasonable and appropriate; and

WHEREAS, the Board wishes to rename the Starwood Plans because Starwood Hotels & Resorts Worldwide, Inc. no longer exists with that name.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby delegates to the Board of Managers of Starwood Hotels & Resorts Worldwide, LLC (the "Starwood Board") the authority to determine whether the Company has overcome Rebuttable Presumptions by clear and convincing evidence to the contrary;

BE IT FURTHER RESOLVED that the Starwood Plans are each renamed by replacing "Starwood Hotels & Resorts Worldwide, Inc." in their titles with "Starwood Hotels & Resorts Worldwide"; and

BE IT FURTHER RESOLVED that the Chairman, Chief Executive Officer, and any Vice President of the Company, or their designees, are authorized in the name of, and on behalf of,

the Company to take any and all such actions and to expend such funds as shall be necessary or appropriate, in their judgment, to carry out the intent and purposes of these Resolutions.

By the Board of Directors

Bancroft S. Gordon

Corporate Secretary

EXHIBIT A

AMENDMENT TO THE
MARRIOTT INTERNATIONAL, INC. STOCK AND CASH INCENTIVE PLAN

THIS AMENDMENT to the Marriott International, Inc. Stock and Cash Incentive Plan, as amended and restated effective January 1, 2008, and as subsequently amended from time to time (the "Plan"), is made this __ day of November, 2016 with immediate effect, as follows:

1. The first paragraph of Section 15.1 is hereby amended to read as follows (new language underlined and deleted language struck):

   15.1 Treatment of Awards. ~~Effective for any Awards granted to or held by Participants on or after November 7, 2008,~~ Except as otherwise explicitly provided in any Award agreement with a grant date on or after February 1, 2016, if a Participant who is actively employed by the Company ~~as an Executive Vice President or above or in a position at market reference code 18 or above~~ incurs a Covered Termination of Employment (as defined in Article 15.2 below) within three (3) months preceding or twelve (12) months following a Change in Control (as defined in Article 15.3 below), then the following shall occur with respect to any Awards held by or granted to such Participant (or any Beneficiary) immediately following the later to occur of such Change in Control and such Covered Termination of Employment (the "Trigger Date):

2. Section 15.1(c) is hereby amended, solely for purposes of clarity, by replacing each instance therein of the term "Other Cash-Based Awards" with the term "Other Cash Performance-Based Awards."

3. The final paragraph of Section 15.3 is hereby amended to read as follows (new language underlined and deleted language struck):

   Notwithstanding the foregoing provisions of Article 15.3, with respect to any Award that is subject to Code Section 409A, ~~in order to be treated as a Change in Control,~~ if any event described in this Article 15.3 ~~also must~~ does not qualify as a "change in control event" within the meaning of Code Section 409A(a)(2)(A)(v) and the regulations thereunder, then such event shall constitute a Change in Control for purposes of the foregoing provisions of Section 15.3 only to the extent such status does not result in taxation pursuant to Code Section 409A, and appropriate provision shall be made for the protection of any rights to future distribution, including, without limitation, a nonqualified deferred compensation account allocation of equivalent value.

AMENDMENT DATED SEPTEMBER 23, 2016 TO THE MARRIOTT INTERNATIONAL, INC. STOCK AND CASH INCENTIVE PLAN

Pursuant to a unanimous consent of the Board of Directors of Marriott International, Inc. effective on September 23, 2016, the Marriott International, Inc. Stock and Cash Incentive Plan was amended as follows:

THIS AMENDMENT to the Marriott International, Inc. Stock and Cash Incentive Plan, as amended and restated effective January 1, 2008, and as subsequently amended from time to time (the "Plan"), is made this 23rd day of September, 2016, effective as of the date on which Starwood Hotels & Resorts Worldwide, Inc. (as may be converted to a limited liability company) becomes a subsidiary of Marriott International, Inc. pursuant to the series of transactions in accordance with the Agreement and Plan of Merger, dated as of November 15, 2015, as thereafter amended:

1. A new Section 4.5 is hereby added to the Plan, reading as follows:

   4.5 Share Award Vesting Continuation. Notwithstanding any provision hereof, the Committee may provide, as to any Employee who undergoes an approved transfer of employment to an entity other than the Company, that such individual shall be deemed, to the extent his or her employment with such entity is and remains at a property managed by the Company, to be an Employee solely for purposes of the vesting rules applicable to any share-based Awards granted prior to such approved transfer of employment.

2. Section 22.2 is hereby amended to read as follows (new language underlined):

   22.2 Delay for Specified Employees. To the extent that any Awards under the Plan may be subject to Code Section 409A(a)(2)(B)(i), distributions of Shares or other amounts pursuant to such Awards on account of a Termination of Service of a Participant who is a Specified Employee (as defined as follows) shall be made or commence not before the date which is six (6) months following the Termination of Service, except in the event of the Participant's death. Any distribution that is delayed under this Section 22.2 shall be distributed on the first day of the seventh month following the Specified Employee's Termination of Service (without affecting the timing of any subsequent installment that is not within the six-month period following Termination of Service). For this purpose, a Specified Employee is a person described under Treasury Regulation section 1.409A-1(i), applying the default rules thereunder, except that the definition of compensation for purposes of identifying Specified Employees shall be the same definition as used for determining who are Specified Employees under the Marriott International, Inc. Executive Deferred Compensation Plan for the same determination period. Notwithstanding the foregoing, the default rule under Treasury Regulation section 1.409A-1(i)(6) shall not apply with respect to the Starwood merger transactions contemplated in the Agreement and Plan of Merger, dated as of November 15, 2015, and as subsequently amended as of March 20, 2016, and no adjustment to the Company's list of Specified Employees will apply until the April 1, 2017 specified employees effective date.

BOARD OF DIRECTORS
OF
MARRIOTT INTERNATIONAL, INC.

NO: BOARD 2017 - 23

DATE: May 5, 2017

Approval of Amendment to the
Marriott International, Inc. Stock and Cash Incentive Plan

WHEREAS, Marriott International, Inc. (the "Company") maintains the Marriott International, Inc. Stock and Cash Incentive Plan, as amended (the "Plan");

WHEREAS, pursuant to Article 17.1 of the Plan, the Company's Board of Directors (the "Board") may amend the Plan at any time;

WHEREAS, the Compensation Policy Committee (the "Committee") of the Board has recommended that the Board approve an amendment to the Plan, effective for grants made on and after February 21, 2017, (i) to provide for accelerated vesting and/or distribution of certain types of Awards in the event an Employee incurs a Disability (as such terms are defined in the Plan) and (ii) to amend the definition of "Disability" under the Plan;

WHEREAS, the Board has reviewed the Committee's recommendation and believes it is reasonable and appropriate; and

WHEREAS, the Board desires to make certain other typographical and conforming changes to the Plan.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves and adopts the amendment to the Plan substantially in the form attached hereto as Exhibit A (this "Amendment");

BE IT FURTHER RESOLVED, that, notwithstanding this Amendment, with respect to awards of Options and SARs (as such terms are defined in the Plan) granted on and after February 21, 2017 through the date hereof, if following the occurrence of a Disability, the exercise period for such Options and/or SARs would have been longer pursuant to the terms of the Plan as in effect prior to this Amendment, then such longer exercise period shall apply in lieu of the exercise period set forth in this Amendment; and

BE IT FURTHER RESOLVED, that the Chairman, Chief Executive Officer, and any Vice President of the Company, or their designees, are authorized in the name of, and on behalf of, the Company to take any and all such actions and to expend such funds as shall be
necessary or appropriate, in their judgment, to carry out the intent and purposes of these Resolutions.

By the Board of Directors

Bancroft S. Gordon
Corporate Secretary

EXHIBIT A

AMENDMENT TO THE
MARRIOTT INTERNATIONAL, INC. STOCK AND CASH INCENTIVE PLAN

THIS AMENDMENT to the Marriott International, Inc. Stock and Cash Incentive Plan, as amended and restated effective January 1, 2008, and as subsequently amended from time to time (the "Plan"), is made this 5th day of May, 2017, as follows:

1. Effective for all Awards granted on and after February 21, 2017, Article 2.19 is hereby amended to read as follows (new language underlined and deleted language struck):

2.19 "Disability" means the Participant is either:

(a) unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months; or

(b) by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering Employees. ~~a permanent and total disability, within the meaning of Code Section 22(e)(3), as determined by the Committee in good faith, upon receipt of sufficient competent medical advice from one or more individuals, selected by or satisfactory to the Committee, who are qualified to give professional medical advice.~~

Notwithstanding the preceding provisions of this Article 2.19 or anything in any Award Agreement to the contrary, to the extent any provision of this Plan or an Award Agreement would cause a payment of an Award that provides for the deferral of compensation that is subject to Code Section 409A to be made because of the Participant's Disability, then there shall not be a Disability that triggers payment until the date (if any) that the Participant is disabled within the meaning of Code Section 409A(a)(2)(C). Any payment that would have been made except for the application of the preceding sentence shall be made in accordance with the payment schedule or event that would have applied in the absence of a Disability (and other Participant rights that are tied to Disability, such as vesting, shall not be affected by the prior sentence).

The Committee shall have full and final authority, which shall be exercised in its discretion, to determine (i) conclusively whether a Participant has incurred a Disability pursuant to the above definition, including the medical evidence required to establish such Disability (e.g., a form to be completed by the Participant's physician), (ii) the date of the occurrence of such Disability and (iii) any incidental matters relating the foregoing; provided that any exercise of authority in conjunction with a determination of whether the Participant is disabled within the meaning of Code Section 409A(a)(2)(C) shall be consistent with such Code section. To assist in its determination, the Committee shall have the right to require the Participant be examined by one or more individuals, who are qualified to give professional medical advice, selected by or satisfactory to the Committee.

For the avoidance of doubt, Awards granted prior to February 21, 2017 shall be governed by the definition of Disability set forth in this Article 2.19 as was in effect prior to its amendment on May 5, 2017.

2. Effective for awards of Options and SARs granted on and after February 21, 2017 (and notwithstanding the terms of the applicable Award Agreement (as defined in the Plan)), Article 6.9 is hereby amended to read as follows (new language underlined and deleted language struck):

6.9 Termination of Employment or Leave of Absence.

(a) In the event that a Participant who is an Employee, during his or her lifetime has been on leave of absence for a period of greater than twelve (12) months (except a leave of absence approved by the Board or the Committee, as the case may be), or ceases to be an Employee of the Company or of any Subsidiary for any reason, including retirement, the portion of any SAR or Option which is not exercisable on the date on which the Participant ceased to be an Employee or has been on leave for over twelve (12) months (except a leave of absence approved by the Board or the Committee, as the case may be) shall expire on such date and any unexercised portion thereof which was otherwise exercisable on such date shall expire unless exercised within a period of three (3) months from such date, but in no event after the expiration of the term for which the SAR or Option was granted; provided, however, that in the case of an awardee of a SAR or a NQSO who is an "Approved Retiree" (as hereinafter defined), the SAR or NQSO shall continue to vest for up to five years from the date of retirement and said awardee may exercise such SAR or NQSO, as applicable, until the soonest to occur of (i) the expiration of such SAR or NQSO in accordance with its original term; (ii) the expiration of five (5) years from the date of retirement; or (iii) with respect to SARs or Options granted ~~after 2005 and~~ less than one year before the date the Approved Retiree retires, expiration of the SAR or Option on such retirement date, except not with respect to that portion of the SARs or Options equal to such number of shares multiplied by the ratio of (I) the number of days between the grant date and the retirement date inclusive, over (II) the number of days in the twelve (12) month period following the grant date. For purposes of the proviso to the preceding sentence:

~~(a)~~(i) An "Approved Retiree" is any awardee of a SAR or an Option who ~~(i) terminates employment by reason of a Disability, or (ii)~~ (A) retires from employment with the Company with the specific approval of the Committee on or after such date on which the awardee has attained age fifty-five (55) and completed ten (10) Years of Service ~~or, with respect to Options granted prior to 2006, has completed twenty (20) Years of Service~~, and (B) has entered into and has not breached an agreement to refrain from Engaging in Competition in form and substance satisfactory to the Committee; and

~~(b)~~(ii) If the Committee subsequently determines, in its sole discretion, that an Approved Retiree has violated the provisions of the agreement to refrain from Engaging in Competition referred to in clause (a)~~(ii)~~(i)(B) of this Article, or has engaged in willful acts or omissions or acts or omissions of gross negligence that are or potentially are injurious to the Company's operations, financial condition or business reputation, such Approved Retiree shall have ninety (90) days from the date of such finding within which to exercise any SARs or Options or portions

thereof which are exercisable on such date, and any SARs or Options or portions thereof which are not exercised within such ninety- (90-) day period shall expire, and any SARs or Options or portion thereof which are not exercisable on such date shall be cancelled on such date.

(b) In the event of the death or Disability of an awardee during the three (3)-month period described above for exercise of a SAR or an Option by a terminated awardee (other than an awardee terminated due to death) or one on leave for over twelve (12) months (except a leave of absence approved by the Board or the Committee, as the case may be), the SAR or Option shall be exercisable by the awardee (or, if applicable, the awardee's personal representatives, heirs or legatees) to the same extent and during the same period that the awardee could have exercised the SAR or Option if the awardee had not died or incurred a Disability.

(c) Notwithstanding anything in Article 6.5 to the contrary, in the event of the death or Disability of an awardee while an Employee or Approved Retiree of the Company or any Subsidiary, an outstanding SAR or Option held by such awardee upon death or Disability shall become fully vested upon death or Disability and shall be exercisable by the awardee (or, if applicable, the awardee's personal representatives, heirs or legatees) at any time prior to the expiration of one (1) year from the date of death or Disability of the awardee, but in no event after the expiration of the term for which the SAR or Option was granted.

Notwithstanding anything in this Article 6.9 to the contrary, for the avoidance of doubt, awards of SARs or Options granted prior to February 21, 2017 shall be governed by the relevant provisions of the applicable Award Agreement and this Article 6.9 as was in effect prior to its amendment on May 5, 2017.

3. Effective for awards of MI Shares (as defined in the Plan) granted on and after February 21, 2017 (and notwithstanding the terms of the applicable Award Agreement), Article 9A.5 is hereby amended to read as follows (new language underlined and deleted language struck):

9A.5 Effect of Termination of Employment. Notwithstanding anything to the contrary in Articles 9A.3 and 9A.4:

(a) In the event the Employee's employment is terminated prior to the relevant vesting date on account of death or the Employee incurs a Disability prior to the relevant vesting date, and if the Employee had otherwise met the requirements of Article 9A.4(a) through (c) from the grant date through the date of such death or Disability, then the Employee's unvested MI Shares shall immediately vest in full upon death or Disability (as the case may be) and the distribution of the MI Shares will occur as soon as administratively practicable thereafter. ~~and the Employee's rights hereunder with respect to any such MI Shares shall inure to the benefit of the Employee's executors, administrators, personal representatives and assigns.~~

(b) In the event Employee's employment is terminated prior to the relevant vesting date on account of the Employee's ~~Disability or~~ Retirement (as defined below), and if the Employee had otherwise met the requirements of Article 9A.4(a) through (c) from the grant date through the date of such ~~Disability or~~ Retirement, and provided that the Employee continues to meet the requirements of Article 9A.4(b) and (c), then the Employee's rights hereunder with respect to any outstanding, unvested MI Shares shall continue in the same manner as if the Employee continued to meet the continuous employment requirement of Article 9A.4(a) through

the vesting dates related to the Award, except not for that portion of MI Shares granted less than one (1) year prior to the Employee's termination equal to such number of shares multiplied by the ratio of (I) the number of days after the termination date and before the first (1st) anniversary of the grant date, over (II) the number of days on and after the grant date and before the first (1st) anniversary of the grant date. For purposes of this Article 9A.5(b), "Retirement" shall mean termination of employment by retiring with special approval of the Committee following age fifty-five (55) with ten (10) ~~y~~Years of ~~s~~Service.

Notwithstanding anything in this Article 9A.5 to the contrary, for the avoidance of doubt, awards of MI Shares granted prior to February 21, 2017 shall be governed by the relevant provisions of the applicable Award Agreement and this Article 9A.5 as was in effect prior to its amendment on May 5, 2017.

4. Effective for Other Share-Based Awards granted on and after February 21, 2017 (and notwithstanding the terms of the applicable Award Agreement), Article 10.3 is hereby amended to read as follows (new language underlined and deleted language struck):

10.3 Other Share-Based Award Agreement. Each Other Share-Based Award shall be evidenced by an Award Agreement that shall specify such terms and conditions as the Committee shall determine, including any vesting conditions; provided that, in the event the Employee's employment is terminated prior to the relevant vesting date on account of death or the Employee incurs a Disability prior to the relevant vesting date, and if the Employee had otherwise met the requirements of Article 9A.4(a) through (c) from the grant date through the date of such death or Disability, then the Employee's unvested Awards that vest solely based on the passage of time shall immediately vest in full upon death or Disability (as the case may be), with any Awards that vest in whole or in part based on the attainment of performance-vesting conditions being deemed to have immediately satisfied any time-vesting conditions and earned at target-level performance, and the distribution of such Awards will occur as soon as administratively practicable thereafter.

RESOLUTION OF
THE EXECUTIVE VICE PRESIDENT, GLOBAL HUMAN RESOURCES
OF MARRIOTT INTERNATIONAL, INC.

WHEREAS, Marriott International, Inc. ("Marriott") maintains the Marriott International, Inc. Executive Deferred Compensation Plan (the "Plan"); and

WHEREAS, under Section 7.3 of the Plan, the Board of Directors ("Board") may amend the Plan from time to time; and

WHEREAS, on August 6, 2009, the Board authorized the Executive Vice President, Global Human Resources to amend the Plan from time to time as he deems necessary or advisable, provided that no such amendment materially increases the cost to Marriott of maintaining the Plan; and

WHEREAS, the Executive Vice President, Global Human Resources now finds it advisable and appropriate to clarify the current meaning of the Plan, consistent with its current and past operation, regarding the administration of deferral elections;

NOW THEREFORE, BE IT HEREBY

RESOLVED that, effective January 1, 2010, Section 2.2 shall read as follows (new language is double-underlined):

2.2 Elections

(a) Each Participant (other than a Participant under subsections 1.20(e)) shall have the option each calendar year to designate in an Election, in the form prescribed in Section 2.3, a percentage (the "Deferral Percentage"), specified in multiples of one percent (1%), of such Participant's Compensation for the pertinent Election Year, to be credited to the Deferred Compensation Reserve; provided, however, that the Administrator shall have the right to approve or disapprove such Election by any Participant, in whole or in part, in the sole discretion of the Administrator on or before the last day the Participant is permitted to make such Election under Code section 409A(a)(4) and the regulations thereunder. The Administrator shall, in its discretion, establish a maximum Deferral Percentage for the Compensation with respect to which a Participant may make an Election for the Election Year (including LTCI Compensation, subject to the election requirements in (b) below). In accordance with procedures established by the Administrator, a Participant may make a separate election under this Section 2.2(a) with respect to regular pay and to bonus.

(b) In accordance with procedures prescribed by the Administrator, Elections described in Section 2.2(a) shall be made on or before the last day of the calendar year immediately preceding the Election Year, or such other earlier date as designated by the Administrator, provided such date precedes any service period during which the Participant performs the services for which such Compensation is payable absent the Election; provided, further, that an Election to have a portion or all of a Participant's LTCI Compensation or annual bonus Compensation for an Election Year credited to the Deferred Compensation Reserve shall be made on or before (i) the last business day of the Fiscal Year immediately preceding the first Fiscal Year in which the Participant performs services for which such LTCI

Compensation or annual bonus Compensation is payable absent the Election, or (ii) such later date as may be designated by the Administrator that satisfies the election rules for performance-based compensation under Code section 409A(a)(4)(B)(iii).

Notwithstanding the preceding paragraph, in accordance with procedures prescribed by the Administrator, and except for Employees hired by the Company before January 1, 2001, an Employee who becomes a Participant on March 1 as defined in Section 1.20(a) may make an Election (except with respect to LTCI Compensation) during the Election Year in which he becomes newly eligible to participant in the Plan, provided that (i) such Election is made within thirty (30) days of the date that the Participant becomes newly eligible to participate in the Plan, and (ii) provided that, (A) except for annual bonus Compensation, such Election is made before the commencement of any service period during which the participant performs services for which such Compensation is payable absent the Election, and, (B) with respect to annual bonus Compensation for the Election Year, such Election applies to no more than an amount equal to the total amount of such annual bonus Compensation multiplied by the ratio (rounded down to the nearest whole percentage) of the number of days remaining in the Election Year after the Election over the total number of days in the Election Year. For purposes of this paragraph, an Employee shall be treated as "newly eligible" to participate in the Plan if he became a Participant on March 1 of an Election Year and was not eligible to accrue credits in his Account (other than earnings on amounts previously credited) or in any other plan or arrangement of deferred compensation sponsored by the Company (other than a retirement plan qualified under Code section 401(a)) at any time during the two calendar years immediately preceding such Election Year.

Notwithstanding anything to the contrary in this Section 2.2(b), effective January 1, 2005, with respect to Deferred Compensation subject to Code section 409A relating all or in part to services performed on or before December 31, 2005, an Election may be made any time on or before March 15, 2005; provided that on or before the date of such Election the subject Deferred Compensation has not been paid or become payable to the Participant. Late Elections shall be invalid.

(c) Except as provided in Article IV, in accordance with procedures prescribed by the Administrator, an Election shall be irrevocable on or before the last day of the period during which such Election may be made pursuant to Section 2.2(b) with respect to all Compensation payable for an Election Year that is subject to the Election. A Participant's Election made for an Election Year shall remain in effect for all subsequent Election Years unless the Participant notifies the Administrator, in accordance with procedures specified by the Administrator, of such Participant's desire to modify his or her Election.

(d) If an Employee or Non-Employee Director is a Participant for an Election Year and incurs a Separation from Service, upon the subsequent Reinstatement of such Employee or Non-Employee Director within the same Election Year, the Employee or Non-Employee Director shall immediately be reinstated as a Participant and shall be subject to the same deferral Elections as were in effect immediately prior to such Employee's or Non-Employee Director's Separation from Service.

(e) Notwithstanding the foregoing provisions of this Section 2.2, upon the Participant taking a hardship distribution from the Retirement Savings Plan, any Election under this Section shall immediately cease to have effect for the remainder of the Election Year, and the Participant shall remain ineligible to participate in the Plan until the following Election Year or, if later, the first Election Year which commences after the last day of the six-month period following the date the hardship distribution was taken from the Retirement Savings Plan.

* * * *

By:

_____ _____

David A. Rodriguez Date
Executive Vice President, Global Human Resources

MARRIOTT INTERNATIONAL, INC.

RESOLUTION OF
THE EXECUTIVE VICE PRESIDENT, GLOBAL HUMAN RESOURCES
OF MARRIOTT INTERNATIONAL, INC.

WHEREAS, Marriott International, Inc. ("Marriott") maintains the Marriott International, Inc. Executive Deferred Compensation Plan (the "Plan"); and

WHEREAS, under Section 7.3 of the Plan, the Board of Directors ("Board") may amend the Plan from time to time; and

WHEREAS, on August 6, 2009, the Board authorized the Executive Vice President, Global Human Resources to amend the Plan from time to time as he deems necessary or advisable, provided that no such amendment materially increases the cost to Marriott of maintaining the Plan; and

WHEREAS, to facilitate more efficient administration of the Plan, the Executive Vice President, Global Human Resources finds it advisable and appropriate to establish a new definition of compensation for purposes of determining which participants of the Plan are subject to the six-month delay requirement on certain distributions under Section 409A(a)(2)(B)(i) of the Internal Revenue Code;

NOW THEREFORE, BE IT HEREBY

RESOLVED that, effective April 1, 2010, the last sentence of Section 4.2(h)(i) shall be revised to read as follows:

"For this purpose, a Specified Employee is a person described under Treasury Regulation section 1.409A-1(i), applying the default rules thereunder, except that the definition of compensation for purposes of identifying Specified Employees is the safe harbor definition of compensation set forth under Treasury Regulation section 1.415(c)-2(d)(4)."

By:

_____ _____

David A. Rodriguez Date
Executive Vice President, Global Human Resources

MARRIOTT INTERNATIONAL, INC.

AMENDMENT TO THE MARRIOTT INTERNATIONAL, INC. EXECUTIVE DEFERRED COMPENSATION PLAN, EFFECTIVE OCTOBER 25, 2011

RESOLUTION OF THE EXECUTIVE VICE PRESIDENT, GLOBAL HUMAN RESOURCES OF MARRIOTT INTERNATIONAL, INC.

WHEREAS, Marriott International, Inc. ("Marriott") maintains the Marriott International, Inc. Executive Deferred Compensation Plan (the "Plan"); and

WHEREAS, under Section 7.3 of the Plan, the Board of Directors ("Board") of Marriott may amend the Plan from time to time; and

WHEREAS, on August 6, 2009, the Board authorized the Executive Vice President, Global Human Resources to amend the Plan as he deems necessary or advisable, provided that no such amendment materially increases the cost to Marriott of maintaining the Plan;

WHEREAS, certain employees of Marriott who participate in the Plan are expected to be terminated as of Friday, December 30, 2011, which date was selected by the Company for its administrative convenience;

WHEREAS, because such employees will be terminated in connection with a reduction in staffing needs resulting from the elimination of one of the Company's business units, and due in no part to the performance of the employees;

WHEREAS, under the current Plan terms, such employees would not be eligible for Company Accruals under the Plan for the 2011 Election Year because they would fail to be employed as of the last day of the 2011 Election Year;

WHEREAS, the Executive Vice President, Global Human Resources now finds it advisable and appropriate to amend the Plan with respect to the allocation of Company Accruals for the 2011 Election Year;

NOW THEREFORE, BE IT HEREBY RESOLVED that, effective on the date hereof, Section 3.2(e) shall be added to the Plan to read as follows:

(e) Effective with respect to Company Accruals for the 2011 Election Year, any references in paragraphs (c) and (d) to the last day or end of the Election Year shall be replaced with "the last Friday" of the Election Year.

* * * *

By:

_____ _____

David A. Rodriguez Date
Executive Vice President, Global Human Resources

MARRIOTT INTERNATIONAL, INC.

AMENDMENT TO THE MARRIOTT INTERNATIONAL, INC. EXECUTIVE DEFERRED COMPENSATION PLAN, EFFECTIVE NOVEMBER 19, 2011

RESOLUTION OF
THE EXECUTIVE VICE PRESIDENT, GLOBAL HUMAN RESOURCES
OF MARRIOTT INTERNATIONAL, INC.

WHEREAS, Marriott International, Inc. ("Marriott") maintains the Marriott International, Inc. Executive Deferred Compensation Plan (the "Plan"); and

WHEREAS, under Section 7.3 of the Plan, the Board of Directors ("Board") of Marriott may amend the Plan from time to time; and

WHEREAS, on August 6, 2009, the Board authorized the Executive Vice President, Global Human Resources to amend the Plan as he deems necessary or advisable, provided that no such amendment materially increases the cost to Marriott of maintaining the Plan;

WHEREAS, Marriott will spin off its time share business in a special dividend of its subsidiary Marriott Vacations Worldwide Corporation ("MVWC"), to occur on November 21, 2011, subject to regulatory approvals and other conditions (the "Distribution");

WHEREAS, in anticipation of the Distribution, on August 22, 2011, the Executive Vice President, Global Human Resources adopted a resolution amending the Plan to add Article VIII regarding the administration of its timeshare business employees' Plan accounts in connection with and following the Distribution; and

WHEREAS, the Executive Vice President, Global Human Resources now finds it advisable and appropriate to further amend the Plan to more precisely reflect the date on which new Article VIII shall become effective.

NOW THEREFORE, BE IT HEREBY

RESOLVED that, Article VIII of the Plan shall be replaced as of the date hereof to read as follows:

ARTICLE VIII

The following shall apply on and after 12:01 A.M., Saturday, November 19, 2011 (the "Article VIII Effective Date"):

1) The definition of "Company" under Section 1.5 of the Plan includes Marriott Vacations Worldwide Corporation and its subsidiaries (determined in a manner consistent with the definition of "Subsidiary" under Section 1.27) (together, "MVWC"), except for purposes of defining "Administrator" under Section 1.2 and "HR Officer" under Section 1.16; prescribing who has the authority to appoint the Administrator under Section 5.1; and defining who has the right to amend or terminate the Plan under section 7.3.

1) The definition of "Year of Service" under Section 1.29 includes periods of continuous service with MVWC on and after the Distribution Date.

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2) On and after the Article VIII Effective Date, Participants employed by MVWC shall not be eligible to make new Elections to defer compensation under Section 2.2; to make new elections with respect to the timing of distributions of Deferred Compensation under Section 4.1; or, except as provided under item 4 below, to be credited with discretionary Company Accruals under Section 3.2.

3) Participants employed by MVWC after the Article VIII Effective Date shall be eligible to be credited with discretionary Company Accruals with respect to the 2011 Election Year, if any, without regard to the last-day employment requirement under Section 3.2(c).

* * * *

By:

_____ _____

David A. Rodriguez Date
Executive Vice President, Global Human Resources

MARRIOTT INTERNATIONAL, INC.

RESOLUTION OF
THE CHIEF HUMAN RESOURCES OFFICER
OF MARRIOTT INTERNATIONAL, INC.

WHEREAS, Marriott International, Inc. ("Marriott") maintains the Marriott International, Inc. Executive Deferred Compensation Plan (the "Plan"); and

WHEREAS, under Section 7.3 of the Plan, the Board of Directors ("Board") of Marriott may amend the Plan from time to time; and

WHEREAS, on August 6, 2009, the Board authorized the Executive Vice President, Global Human Resources, now the Chief Human Resources Officer, to amend the Plan as he deems necessary or advisable, provided that no such amendment materially increases the cost to Marriott of maintaining the Plan;

WHEREAS, the Executive Vice President, Global Human Resources now finds it advisable and appropriate to amend the Plan's eligibility provisions;

NOW THEREFORE, BE IT HEREBY RESOLVED that, effective January 1, 2013, the Plan shall be amended as follows:

1. Section 1.7 shall be amended to read as follows (additions double-underlined):

1.7 "Compensation" means (a) with respect to Employees, Compensation as defined for purposes of computing contributions under the Retirement Savings Plan, determined, however, by including LTCI Compensation, excluding compensation for payroll periods in which Employees are on non-tax equalized foreign assignments, and without regard to any Elections made by the Employee to defer any compensation under this Plan; and (b) with respect to Non-Employee Directors, fees payable by the Company during the Election Year. Notwithstanding the preceding sentence, Compensation shall include payments other than severance made or payable at any time after the Employee's Separation from Service. Notwithstanding the foregoing, Compensation for purposes of determining eligibility under the Plan is defined in Section 1.20(a).

2. Section 1.20(a) shall be amended to read as follows (additions double-underlined and deletions stricken):

1.20 "Participant" means an individual who meets the requirements of any of the following paragraphs (a) through (f):

(a) Employees who satisfy all of the following: (i) they are eligible to participate in the Retirement Savings Plan ~~and have at least one Year of Service~~ as of a date in the Election Year; ~~and~~(ii) their Compensation, as defined below, is greater than or equal to $165,000 (or, for Election Years commencing on or after January 1, 2010, the threshold dollar amount established by resolution of the Administrator) (the "eligibility compensation threshold"); (iii) their positions are classified at or above Market Reference Code 11 or salary grade 53; (iv) they are exempt from the minimum wage and overtime provisions under

the Fair Labor Standards Act; and (v) they are not employed as temporary Employees in the Company's Flex Staffing units~~; provided, however, that such Employee's Election shall be effective solely with respect to Compensation paid or payable on or after the date such Employee has completed one Year of Service~~.

An Employee shall become a Participant either on the first day of an Election Year or (for Election Years beginning on or before January 1, 2012) on March 1 of an Election Year. An Employee may become a Participant on the first day of an Election Year only if (i) he met all the conditions of the preceding paragraph as of the first day of such Election Year, and (ii) his Compensation exceeded the eligibility compensation threshold for the two consecutive calendar years immediately preceding the Election Year. An Employee may become a Participant on March 1 of an Election Year only if (i) he met all the conditions of the preceding paragraph as of the first day of such Election Year, and (ii) his Compensation exceeded the eligibility compensation threshold for the calendar year immediately preceding the Election Year (the "prior year"), but not for the calendar year preceding the prior year.

For purposes of this Section 1.20(a), "Compensation" means, (i) effective for any Election Year commencing on or after January 1, 2010, the definition of compensation set forth by resolution of the Administrator; and (ii) for all prior periods:

With respect to Employees other than commissioned sales executive Employees of the Marriott Vacation Club International Division of the Company, the sum of the following: (i) the rate of base pay as of November 1 (or such other date as may be specified by the Administrator) immediately preceding the Election Year, annualized; (ii) the executive bonuses, commissions and management quarterly banquet awards received from January 1 through October 31 (or such other date as may be specified by the Administrator) of the year preceding the Election Year; and (iii) with respect to Employees who have review dates between October 31 (or such other date as may be specified by the Administrator) of the year preceding the Election Year and the last day of February of the Election Year, the annualized base pay as determined in (i), above, times 1.04.

With respect to commissioned sales executive Employees of the Marriott Vacation Club International division of the Company, the commissions received from January 1 through October 31 (or such other date as may be specified by the Administrator) of the year preceding the Election Year, annualized.

* * * *

By:

_____ _____

David A. Rodriguez Date
Chief Human Resources Officer

MARRIOTT INTERNATIONAL, INC.

Exhibit 10.9.6

AMENDMENT TO THE MARRIOTT INTERNATIONAL, INC. EXECUTIVE DEFERRED COMPENSATION PLAN, EFFECTIVE SEPTEMBER 23, 3016 (409A).

RESOLUTION

OF

THE CHIEF HUMAN RESOURCES OFFICER

OF MARRIOTT INTERNATIONAL, INC.

REGARDING THE MARRIOTT INTERNATIONAL, INC. EXECUTIVE DEFERRED COMPENSATION PLAN - STARWOOD TRANSACTION

WHEREAS, Marriott International, Inc. (the "Company") maintains the Marriott International, Inc. Executive Deferred Compensation Plan (the "Plan");

WHEREAS, the Company entered into the Agreement and Plan of Merger by and between Marriott International, Inc. and Starwood Hotels and Resorts Worldwide, Inc. ("Starwood") dated as of November 15, 2015, as amended on March 20, 2016 (the "Agreement"), pursuant to which Agreement a series of transactions would occur resulting in Starwood Hotels & Resorts Worldwide, Inc. (as may be converted to a limited liability company) becoming a wholly- owned indirect subsidiary of the Company (the "Marriott Affiliation"); and

WHEREAS, under Section 7.3 of the Plan, the Board of Directors ("Board") of Marriott may amend the Plan from time to time; and

WHEREAS, on August 6, 2009, the Board authorized the Executive Vice President, Global Chief Human Resources Officer, now the Global Chief Human Resources Officer, to amend the Plan as he deems necessary or advisable, provided that no such amendment materially increases the cost to Marriott of maintaining the Plan;

WHEREAS, the Global Chief Human Resources Officer now finds it advisable and appropriate to amend the Plan to accommodate the terms of the Agreement and to maintain compliance with applicable laws including Section 409A of the Internal Revenue Code;

NOW THEREFORE, BE IT RESOLVED, that Section 4.2(h)(i) of the Plan shall be amended, effective as of the effective date and time of the Marriott Affiliation, as follows (additions double-underscored, deletions struck through):

(i) Delay for Specified Employees. Distributions on account of a Separation from Service of a Participant who is a Specified Employee (as defined as follows) shall be made or commence not before the date which is six (6) months following the Separation from Service, except in the event of the Participant's death. Any distribution that is delayed under this Section 4.2(h)(i) shall be distributed on the first day of the seventh month following the Specified Employee's Separation from Service (without affecting the timing of any subsequent installment that is not within the six-month period following the Separation from Service). For this purpose, a Specified Employee is a person described under Treasury Regulation section 1.409A-(1)(i), applying the default rules~~,~~ except that, the default rule under Treasury Regulation section 1.409A-1(i)(6) shall not apply to the determination of Specified Employees resulting from the consummation of the transactions contemplated in the Agreement and Plan of Merger by and between Marriott International, Inc. and Starwood Hotels and Resorts Worldwide, Inc. dated as of November 15, 2015 as amended on March 20, 2016, pursuant to which a series of transactions would occur resulting in Starwood Hotels & Resorts Worldwide, Inc. (as may be converted to a limited liability

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company) becoming a wholly-owned indirect subsidiary of the Company and no adjustments to the Marriott International, Inc. list of Specified Employees will apply until the April 1, 2017 specified employee effective date.

* * * *

By:

_____ _____

David A. Rodriguez Date

Global Chief Human Resources Officer

MARRIOTT INTERNATIONAL, INC.

AMENDMENT TO THE MARRIOTT INTERNATIONAL, INC. EXECUTIVE DEFERRED COMPENSATION PLAN, EFFECTIVE SEPTEMBER 23, 3016 (STARWOOD DEFERRAL ELECTIONS).

RESOLUTION

OF THE

GLOBAL CHIEF HUMAN RESOURCES OFFICER

OF MARRIOTT INTERNATIONAL, INC.

REGARDING THE
MARRIOTT INTERNATIONAL, INC. EXECUTIVE DEFERRED COMPENSATION PLAN

WHEREAS, Marriott International, Inc. (the "Company") maintains the Marriott International, Inc. Executive Deferred Compensation Plan (the "Plan");

WHEREAS, in connection with the recent acquisition of Starwood Hotels & Resorts Worldwide, Inc. (now, Starwood Hotels & Resorts, LLC) ("Starwood"), the Company desires to amend the Plan to require certain deferral elections made under the Starwood Hotels & Resorts Worldwide Deferred Compensation Plan by an employee transferring from Starwood to the Company to be honored and administered pursuant to this Plan; and

WHEREAS, under Section 7.3 of the Plan, the Board of Directors ("Board") of Marriott may amend the Plan from time to time; and

WHEREAS, on August 6, 2009, the Board authorized the Executive Vice President, Global Chief Human Resources Officer, now the Global Chief Human Resources Officer, to amend the Plan as he deems necessary or advisable, provided that no such amendment materially increases the cost to Marriott of maintaining the Plan;

NOW THEREFORE, BE IT RESOLVED, that an Appendix B shall be added to the Plan, effective as of September 23, 2016, to provide as follows:

APPENDIX B

STARWOOD TRANSFER EMPLOYEES

For purposes of this Appendix B, a "Starwood Transfer Employee" is any person who was employed by Starwood, and who became (without a break in contiguous employment in the Company's controlled group) directly employed by the Company on or after September 23, 2016.

Notwithstanding any other provision in the Plan and consistent with Section 409A of the Internal Revenue Code, for any Starwood Transfer Employee who was a participant in the Starwood Hotels & Resorts Worldwide Deferred Compensation Plan (the "Starwood Plan") and who made deferral/distribution elections for the 2016 plan year in accordance with the terms of the Starwood Plan ("2016 Starwood Deferral Elections"), upon becoming a Starwood Transfer Employee, the employee's 2016 Starwood Deferral Elections will be honored and administered under this Plan, subject to the following rules:

(a) such 2016 Starwood Deferral Elections shall be honored so that such election applies to base salary and bonus as defined in the Starwood Plan;

(b) such distribution elections with regard to compensation deferred in 2016 shall be honored so that distribution elections under the Starwood Plan apply;

(c) such Starwood Transfer Employee will not be eligible for the Discretionary Company Accrual provided in Section 3.2 of this Plan with regards to 2016 Starwood Deferral Elections; and

(d) any 2016 Starwood Deferral Elections shall be credited with earnings at the Reserve Portfolio interest rate as provided in Section 3.5 of this Plan, and not in accordance with the benchmark funds provided for in the Starwood Plan.

* * * *

IN WITNESS WHEREOF, the Global Chief Human Resources Officer of Marriott International, Inc. has executed this resolution this ___ day of December 2016.

David A. Rodriguez
Global Chief Human Resources Officer
Marriott International, Inc.

Exhibit 10.10.1

FORM OF SENIOR EXECUTIVE SUPPLEMENTAL NON-QUALIFIED STOCK OPTION AGREEMENT FOR THE MARRIOTT INTERNATIONAL, INC. STOCK AND CASH INCENTIVE PLAN

THIS AGREEMENT (the "Agreement") is made on **<<GRANT DATE>>** (the "Award Date") by MARRIOTT INTERNATIONAL, INC. (the "Company") and **<<PARTICIPANT NAME>>** ("Employee").

WITNESSETH:

WHEREAS, the Company maintains the Marriott International, Inc. Stock and Cash Incentive Plan, as amended (the "Plan"); and

WHEREAS, the Company wishes to award to designated employees certain option awards as provided in Article 6 of the Plan ("Options" or "Awards"); and

WHEREAS, Employee has been approved by the Compensation Policy Committee (the "Committee") of the Company's Board of Directors (the "Board") to receive an award of Options under the Plan;

NOW, THEREFORE, it is agreed as follows:

1. **Prospectus.** Employee has been provided with, and hereby acknowledges receipt of, a Prospectus for the Plan dated February 17, 2011, which contains, among other things, a detailed description of the Option award provisions of the Plan. Employee further acknowledges that he has read the Prospectus and this Agreement, and that Employee understands the provisions thereof.

2. **Interpretation.** The provisions of the Plan are incorporated herein by reference and form an integral part of this Agreement. Except as otherwise set forth herein, capitalized terms used herein shall have the meanings given to them in the Plan. In the event of any inconsistency between this Agreement and the Plan, the terms of the Plan shall govern. A copy of the Plan is available from the Compensation Department of the Company upon request. All decisions and interpretations made by the Committee or its delegate with regard to any question arising hereunder or under the Plan shall be binding and conclusive. (The options granted pursuant to this Agreement are not intended to qualify as "incentive stock options" within the meaning of Section 422 of the Internal Revenue Code.)

3. **Grant of Options.** The Company hereby grants to Employee as of the Award Date Options to purchase **<<QTY GRANTED>>** shares of the Company's Common Stock (the "Option Shares"), subject to the terms and conditions of the Plan, Employee's acceptance of this Agreement and satisfaction of the tax provisions of the Company's International Assignment Policy ("IAP"), if applicable.

4. **Purchase Price.** Subject to Paragraph 12 hereof, the purchase price per share of the Option Shares is **<<GRANT PRICE>>** (the "Option Price").

5. **Waiting Period and Exercise Dates.** The Option Shares may not be purchased during the three-year period following the Award Date (the "waiting period"). Following the waiting period, the Option Shares may be purchased at any time thereafter; provided, however, that the Options shall not be exercisable after the expiration of ten (10) years from the Award Date or sooner as set forth in paragraph 9, if applicable. Exercise of the Options shall not be dependent upon the prior or sequential exercise of any other options heretofore granted to Employee by the Company. Except as provided in Article 6 of the Plan and Paragraph 9 below, the Options may not be exercised at any time unless Employee shall then be an employee of the Company.

6. **Method of Exercising Options.** To exercise the Options, the person entitled to exercise the Options must provide a signed written notice or the equivalent to the Company or its designee, as prescribed in the administrative procedures of the Plan, stating the number of Option Shares with respect to which the Options are being exercised. The Options may be exercised by (a) payment of the Option Price for the Option Shares being purchased in accordance with procedures established by the Committee, (b) making provision for the satisfaction of the applicable withholding taxes, and (c) an undertaking to furnish and execute such documents as the Company deems necessary (i) to evidence such exercise, and (ii) to determine whether registration is then required to comply with the Securities Act of 1933 or any other law. Upon payment of the Option Price and provision for the satisfaction of the withholding taxes, the Company shall provide confirmation from the Plan record keeper that the transfer agent for the common stock of the Company is holding shares for the account of such person in a certificateless account. Pursuant to procedures, if any, that may be adopted by the Committee or its delegate, payment of the Option Price may be made by delivery of shares of the Company's common stock held by Employee for at least six months prior to the delivery, or by any other means that the Committee determines to be consistent with the Plan's purpose and applicable law.

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7. **Rights as a Shareholder.** Employee shall have no rights as a shareholder with respect to any Option Shares covered by the Options granted hereby until the date of acquisition by Employee of such Option Shares. No adjustment shall be made for dividends or other rights for which the record date is prior to such date.

8. **Non-Assignability.** The Options shall not be assignable or transferable by Employee except by will or by the laws of descent and distribution. During Employee's lifetime, the Options may be exercised only by Employee or, in the event of incompetence, by Employee's legally appointed guardian.

9. **Effect of Termination of Employment or Death.** If Employee goes on leave of absence for a period of greater than twelve months (except a leave of absence approved by the Board of Directors or the Committee) or ceases to be an employee of the Company for any reason except death, the portion of the Options which is unexercisable on the date on which Employee ceased to be an Employee or has been on a leave of absence for over twelve months (except a leave of absence approved by the Board or Committee) shall expire on such date and any unexercised portion of the Options which was otherwise exercisable on such date shall expire at the earlier of (i) the expiration of the Options in accordance with the term for which the Options were granted, or (ii) three months from such date (or five years in the case of an "Approved Retiree" as defined below). In the event of the death of Employee without Approved Retiree status during the three (3) month period following termination of employment or a leave of absence over twelve (12) months (except a leave of absence approved by the Board or Committee), the Options shall be exercisable by Employee's personal representative, heirs or legatees to the same extent and during the same period that Employee could have exercised the Options if Employee had not died. In the event of the death of Employee while an employee of the Company or while an Approved Retiree, the Options (if the waiting period has elapsed) shall be exercisable in their entirety by Employee's personal representatives, heirs or legatees at any time prior to the expiration of one year from the date of the death of Employee, but in no event after the term for which the Options were granted.

For purposes of this Agreement, an "Approved Retiree" is any optionee who (i) terminates employment by reason of a Disability, or (ii) (A) retires from employment with the Company with the specific approval of the Committee on or after such date on which the optionee has attained age 55 and completed 10 Years of Service, and (B) has entered into and has not breached an agreement to refrain from Engaging in Competition in form and substance satisfactory to the Committee; and if the Committee subsequently determines, in its sole discretion, that an Approved Retiree has violated the provisions of the Agreement to refrain from Engaging in Competition, or has engaged in willful acts or omissions or acts or omissions of gross negligence that are or potentially are injurious to the Company's operations, financial condition or business reputation, such Approved Retiree shall have ninety (90) days from the date of such finding within which to exercise any Options or portions thereof which are exercisable on such date, and any Options or portions thereof which are not exercised within such ninety (90) day period shall expire and any Options or portion thereof which are not exercisable on such date shall be cancelled on such date.

9A. **Non-Solicitation.** In consideration of good and valuable consideration in the form of the Option Awards granted herein to which Employee is not otherwise entitled, the receipt and sufficiency of which are hereby acknowledged, and in recognition of the Company's legitimate purpose of avoiding for limited times competition from persons whom Marriott has trained and/or given experience, Employee agrees that during the period beginning on the Grant Date and ending one year following his termination of employment with the Company, whether such termination of employment is voluntary or involuntary or with or without cause, he will not, on his own behalf or as a partner, officer, director, employee, agent, or consultant of any other person or entity, directly or indirectly contact, solicit or induce (or attempt to solicit or induce) any employee of the Company to leave their employment with the Company or consider employment with any other person or entity. Employee and the Company agree that any breach by Employee of the non-solicitation obligation under this paragraph will cause the Company immediate, material and irreparable injury and damage, and there is no adequate remedy at law for such breach. Accordingly, in the event of such breach, in addition to any other remedies it may have at law or in equity, the Company shall be entitled immediately to seek enforcement of this Agreement in a court of competent jurisdiction by means of a decree of specific performance, an injunction without the posting of a bond or the requirement of any other guarantee, any other form of equitable relief, liquidated damages in the amount of one hundred fifty percent (150%) of the Fair Market Value of the Awards granted hereunder as of the Grant Date, and the Company is entitled to recover from Employee the costs and attorneys' fees it incurs to recover under or enforce this Agreement. This provision is not a waiver of any other rights that the Company may have under this Agreement, including the right to receive money damages.

10. **Consent.** By executing this Agreement, Employee consents to the collection, maintenance and processing of Employee's personal information (such as Employee's name, home address, home telephone number and email address, social security number, assets and income information, birth date, hire date, termination date, other employment information, citizenship, marital status) by the Company and the Company's service providers for the purposes of (i) administering the Plan (including ensuring that the conditions of transfer are satisfied from the Award Date through the Exercise Date), (ii) providing Employee with services in connection with Employee's participation in the Plan, (iii) meeting legal and regulatory

requirements and (iv) for any other purpose to which Employee may consent ("Permitted Purposes"). Employee's personal information will not be processed for longer than is necessary for such Permitted Purposes. Employee's personal information is collected from the following sources:

(a) from this Agreement, investor questionnaires or other forms that Employee submits to the Company or contracts that Employee enters into with the Company;

(b) from Employee's transactions with the Company, the Company's affiliates and service providers;

(c) from Employee's employment records with the Company; and

(d) from meetings, telephone conversations and other communications with Employee.

In addition, Employee further consents to the Company disclosing Employee's personal information to the Company's third party service providers and affiliates and other entities in connection with the services the Company provides related to Employee's participation in the Plan, including:

(a) financial service providers, such as broker-dealers, custodians, banks and others used to finance or facilitate transactions by, or operations of, the Plan;

(b) other service providers to the Plan, such as accounting, legal, or tax preparation services;

(c) regulatory authorities; and

(d) transfer agents, portfolio companies, brokerage firms and the like, in connection with distributions to Plan participants.

Where Employee's personal information is provided to such third parties, the Company requires (to the extent permitted by applicable law) that such parties agree to process Employee's personal information in accordance with the Company's instructions.

Employee's personal information is maintained on the Company's networks and the networks of the Company's service providers, which may be in the United States or other countries other than the country in which this Award was granted. Employee acknowledges and agrees that the transfer of Employee's personal information to the United States or other countries other than the country in which this Award was granted is necessary for the Permitted Purposes. To the extent (if any) that the provisions of the European Union's Data Protection Directive (Directive 95/46/EC of the European Parliament and of the Council) and/or applicable national legislation derived from such Directive apply, then by executing this Agreement Employee expressly consents to the transfer of Employee's personal information outside of the European Economic Area. Employee may access Employee's personal information to verify its accuracy, update Employee's personal information and/or request a copy of Employee's personal information by contacting Employee's local Human Resources representative. Employee may obtain account transaction information online or by contacting the Plan record keeper as described in the Plan enrollment materials. By accepting the terms of this Agreement, Employee further agrees to the same terms with respect to other Awards Employee received in any prior year under the Plan.

11. **No Additional Rights.** Benefits under this Plan are not guaranteed. The grant of Awards is a one-time benefit and does not create any contractual or other right or claim to any future grants of Awards under the Plan, nor does a grant of Awards guarantee future participation in the Plan. The value of Employee's Awards is an extraordinary item outside the scope of

Employee's employment contract, if any. Employee's Awards are not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end-of-service payments, bonuses, long-term service awards, pension or retirement benefits (except as otherwise provided by the terms of any U.S.-qualified retirement or pension plan maintained by the Company or any of its subsidiaries), or similar payments. By accepting the terms of this Agreement, Employee further agrees to these same terms and conditions with respect to any other Awards Employee received in any prior year under the Plan.

12. **Recapitalization or Reorganization.** Certain events affecting the Common Stock of the Company and mergers, consolidations and reorganizations affecting the Company may affect the number or type of securities deliverable upon exercise of the Options or limit the remaining term over which these Options may be exercised.

13. **General Restriction.** In accordance with the terms of the Plan, the Company may limit or suspend the exercisability of the Options or the purchase or issuance of Option Shares thereunder under certain circumstances. Any delay caused thereby shall in no way affect the date of termination of the Options.

14. **Amendment of This Agreement.** The Board of Directors may at any time amend, suspend or terminate the Plan; provided, however, that no amendment, suspension or termination of the Plan or the Options shall adversely affect in any material way the Options without the written consent of Employee.

15. **Notices.** Notices hereunder shall be in writing, and if to the Company, may be delivered personally to the Compensation Department or such other party as designated by the Company or mailed to its principal office at 10400 Fernwood Road, Bethesda, Maryland 20817, addressed to the attention of the Stock Option Administrator (Department 935.40), and if to Employee, may be delivered personally or mailed to Employee at his or her address on the records of the Company.

16. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and the successors and assigns of the Company and, to the extent provided in Paragraph 9 above and the provisions of the Plan, to the personal representatives, legatees and heirs of Employee.

17. **No Effect on Employment.** Nothing contained in this Agreement shall be construed to limit or restrict the right of the Company to terminate Employee's employment at any time, with or without cause, or to increase or decrease Employee's compensation from the rate of compensation in existence at the time this Agreement is executed.

18. **Additional (Non-U.S.) Terms and Conditions.** Options awarded under this Agreement shall be subject to additional terms and conditions, as applicable, set forth in the Company's Policies for Global Compliance of Equity Compensation Awards, which are attached in the Appendix hereto and shall be incorporated herein fully by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Award Date.

MARRIOTT INTERNATIONAL, INC.	EMPLOYEE
	<<PARTICIPANT NAME>>
Executive Vice President, Global Human Resources Officer	Signed Electronically

MARRIOTT INTERNATIONAL, INC.
POLICIES FOR GLOBAL COMPLIANCE OF EQUITY COMPENSATION AWARDS

January 21, 2011

MARRIOTT INTERNATIONAL, INC.
POLICIES FOR GLOBAL COMPLIANCE OF EQUITY COMPENSATION AWARDS

This document (the "Policies") sets forth policies of Marriott International, Inc. ("Marriott") for the administration of equity compensation awards (the "Awards") granted to employees (the "Employees") of Marriott and its subsidiaries (together, the "Company") under the Marriott International, Inc. Stock and Cash Incentive Plan, as amended and restated effective January 1, 2008, and as subsequently amended from time to time (the "Plan"). The Policies apply to certain Employees who have received or held Awards under the Plan while working for the Company outside of the United States.

The Policies, as may be amended by the Company from time to time for changes in law, are an integral part of the terms of each agreement (the "Agreement") under which Awards are granted to Employees under the Plan. As such, the Policies set forth additional requirements or conditions in the non-U.S. jurisdictions indicated below that certain Employees must satisfy to receive the intended benefits under their Awards. These requirements or conditions are established to ensure that the Company and the Employees comply with applicable legal requirements pertaining to the Awards in those jurisdictions. In addition, the Policies are established to assist the Employees in complying with other legal requirements which may not implicate the Company. These requirements, some carrying civil or criminal penalties for noncompliance, may apply with respect to Employees' Awards or shares of Marriott stock obtained pursuant to the Awards because of such Employees' presence (which may or may not require citizenship or legal residency) in a particular jurisdiction at some time during the term of the Awards.

Legal requirements are often complex and may change frequently. Therefore, the Policies provide general information only and may not be relied upon by Employees as their only source of information relating to the consequences of participation in the Plan, nor may they serve as the basis for recovery against the Company for financial or other penalties incurred by Employees as a result of their noncompliance. Employees should seek appropriate professional advice as to how the relevant laws may apply to them individually.

Certain capitalized terms used but not defined in the Policies have the meanings set forth in the Plan or in the Agreements. To the extent the Policies appear to conflict with the terms of the Plan or the Agreements, the Plan and the Agreement shall control.

COUNTRY-SPECIFIC POLICIES

India

Exchange Control Notice. If an Employee is a "Person Resident in India," the Employee must repatriate to India any proceeds from the sale of shares acquired under the Plan and any dividends received in relation to the shares and convert the proceeds into local currency within 90 days of receipt. In addition, such Employee must obtain a foreign inward remittance certificate ("FIRC") from the Indian foreign exchange bank where the Employee deposits the foreign currency upon repatriation, and the Employee must maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employee's employer requests proof of repatriation.

For this purpose, "Person Resident in India" means:

i. a person residing in India for more than one hundred and eighty-two days during the course of the preceding financial year but does not include -

   A. a person who has gone out of India or who stays outside India, in either case -

      1. for or on taking up employment outside India, or

      2. for carrying on a business or vocation outside India, or

      3. for any other purpose, in such circumstances as would indicate his intention to stay outside India for an uncertain period; or

   B. a person who has come to or stays in India, in either case, otherwise than -

      1. for or on taking up employment in India, or

      2. for carrying on in India a business or vocation in India, or

      3. for any other purpose, in such circumstances as would indicate his intention to stay in India for an uncertain period.

Thailand

Exchange Control Notice. An Employees who is resident in Thailand (with the exception of an Employee who is a foreigner permitted to reside or work in Thailand for a period not exceeding three months) must repatriate to Thailand the proceeds from the sale of shares acquired under the Plan and any cash dividends received in relation to the shares and convert the funds to Thai Baht within 360 days of receipt. If the repatriated amount is U.S. $20,000 or more, the Employee must report the inward remittance by submitting the Foreign Exchange Transaction Form, which can be obtained from any commercial bank in Thailand, to an authorized agent, *i.e.*, a commercial bank authorized by the Bank of Thailand to engage in the purchase, exchange and withdrawal of foreign currency.

Exhibit 10.11.1

FORM OF RETENTION EXECUTIVE RESTRICTED STOCK UNIT AGREEMENT FOR THE MARRIOTT INTERNATIONAL, INC. STOCK AND CASH INCENTIVE PLAN

THIS AGREEMENT is made on **<<GRANT DATE>>** (the "Grant Date") by MARRIOTT INTERNATIONAL, INC. (the "Company") and **<<PARTICIPANT NAME>>** ("Employee").

WITNESSETH:

WHEREAS, the Company maintains the Marriott International, Inc. Stock and Cash Incentive Plan (the "Plan"); and

WHEREAS, the Company wishes to award to designated employees certain Other Share-Based Awards as provided in Article 10 of the Plan; and

WHEREAS, Employee has been approved by the Compensation Policy Committee (the "Committee") of the Company's Board of Directors (the "Board") to receive an award of "Retention Executive Restricted Stock Units" ("RSUs") under the Plan;

NOW, THEREFORE, it is agreed as follows:

1. **Prospectus**. Employee has been provided with, and hereby acknowledges receipt of, a Prospectus for the Plan dated **<<DATE>>**, which contains, among other things, a detailed description of the RSU award provisions of the Plan. Employee further acknowledges that he has read the Prospectus and this Agreement, and that Employee understands the provisions thereof.

2. **Interpretation**. The provisions of the Plan are incorporated herein by reference and form an integral part of this Agreement. Except as otherwise set forth herein, capitalized terms used herein shall have the meanings given to them in the Plan. In the event of any inconsistency between this Agreement and the Plan, the terms of the Plan shall govern. A copy of the Plan is available from the Compensation Department of the Company upon request. All decisions and interpretations made by the Committee or its delegate with regard to any question arising hereunder or under the Plan shall be binding and conclusive.

3. **Grant of RSUs**. Subject to Employee's acceptance of this Agreement, and subject to satisfaction of the tax provisions of the Company's International Assignment Policy ("IAP"), if applicable, this award (the "Award") of **<<QTY GRANTED>>** RSUs is made as of the Grant Date.

4. **RSUs and Common Share Rights**. The RSUs awarded under this Agreement shall be recorded in a Company book-keeping account and shall represent Employee's unsecured right to receive from the Company the transfer of title to shares of Common Stock of the Company ("Common Shares") in accordance with the schedule of Vesting Dates set forth in paragraph 5 below, provided that Employee has satisfied the Conditions of Transfer set forth in paragraph 6 below and subject to the satisfaction of the provision on withholding taxes set forth in paragraph 9 below. On each such Vesting Date, if it occurs, or such later date(s) pursuant to procedures established by the Committee under Article 10 of the Plan, the Company shall reverse the book-keeping entry for all such related RSUs and transfer a corresponding number of Common Shares (which may be reduced by the number of shares withheld to satisfy withholding taxes as set forth in paragraph 9 below, if share reduction is the method utilized for satisfying the tax withholding obligation) to an individual brokerage account (the "Account") established and maintained in Employee's name. Employee shall have all the rights of a stockholder with respect to such Common Shares transferred to the Account, including but not limited to the right to vote the Common Shares, to sell, transfer, liquidate or otherwise dispose of the Common Shares, and to receive all dividends or other distributions paid or made with respect to the Common Shares from the time they are deposited in the Account. Employee shall have no voting, transfer, liquidation, dividend or other rights of a Common Share stockholder with respect to RSU shares prior to such time that the corresponding Common Shares are transferred, if at all, to Employee's Account.

[1] Bracketed language indicates additional or alternative language that appears in some award agreements.

5. **Vesting in RSUs.** This Award shall vest in accordance with the following schedule:

Vesting Date	Number of Vesting Award Shares
<<DATE>>	<<QTY>>

Notwithstanding the foregoing schedule, in the event that any such Vesting Date is a day on which stock of the Company is not traded on the NASDAQ or another national exchange, then the Vesting Date shall be the next following day on which the stock of the Company is traded on the NASDAQ or another national exchange.

6. **Conditions of Transfer.** With respect to any RSUs awarded to Employee, as a condition of Employee receiving a transfer of corresponding Common Shares in accordance with paragraph 4 above, Employee shall meet all of the following conditions during the entire period from the Grant Date hereof through the Vesting Date relating to such RSUs:

(a) Employee must continue to be an active employee of the Company ("Continuous Employment");

(b) Employee must refrain from Engaging in Competition (as defined in Section 2.25 of the Plan) without first having obtained the written consent thereto from the Company ("Non-competition"); and

(c) Employee must refrain from committing any criminal offense or malicious tort relating to or against the Company or, as determined by the Committee in its discretion, engaging in willful acts or omissions or acts or omissions of gross negligence that are or potentially are injurious to the Company's operations, financial condition or business reputation ("No Improper Conduct"). The Company's determination as to whether or not particular conduct constitutes Improper Conduct shall be conclusive.

If Employee should fail to meet the requirements relating to (i) Continuous Employment, (ii) Non-competition, or (iii) No Improper Conduct, then Employee shall forfeit the right to vest in any RSUs that have not already vested as of the time such failure is determined, and Employee shall accordingly forfeit the right to receive the transfer of title to any corresponding Common Shares. The forfeiture of rights with respect to unvested RSUs (and corresponding Common Shares) shall not affect the rights of Employee with respect to any RSUs that already have vested nor with respect to any Common Shares the title of which has already been transferred to Employee's Account.

7. **Non -Assignability.** The RSUs shall not be assignable or transferable by Employee except by will or by the laws of descent and distribution. During Employee's lifetime, the RSUs may be exercised only by Employee or, in the event of incompetence, by Employee's legally appointed guardian.

8. **Effect of Termination of Employment.** Notwithstanding the foregoing:

[(a)] In the event Employee's Continuous Employment [terminates] [is terminated] prior to the relevant Vesting Date [by reason] [on account] of death [or Disability (as defined in Section 2.19 of the Plan)], and if Employee had otherwise met the requirements of Continuous Employment, Non-competition and No Improper Conduct from the Grant Date through the date of such death [or Disability], then Employee's unvested RSUs shall immediately vest in full upon death [or Disability (as the case may be)] and Employee's rights hereunder with respect to any such RSUs shall inure to the benefit of [Employee (or, in the case of death,] Employee's executors, administrators, personal representatives and assigns[)].

[(b) In the event Employee's Continuous Employment is terminated prior to the relevant Vesting Date on account of Employee's Disability (as defined in Section 2.19 of the Plan) and if Employee had otherwise met the requirements of Continuous Employment, Non-competition and No Improper Conduct from the Grant Date through the date of such Disability, and provided that Employee continues to meet the requirements of Non-competition and No Improper Conduct, then Employee's rights hereunder with respect to any outstanding, unvested RSUs shall continue in the same manner as if Employee continued to meet the Continuous Employment requirement through the Vesting Dates related to the Award.]
Except as set forth in this paragraph 8, no other transfer of rights with respect to RSUs shall be permitted pursuant to this Agreement.

8A. **Non-Solicitation.** In consideration of good and valuable consideration in the form of the RSU Awards granted herein to which Employee is not otherwise entitled, the receipt and sufficiency of which are hereby acknowledged, and in recognition of the Company's legitimate purpose of avoiding for limited times competition from persons whom Marriott has trained and/or given experience, Employee agrees that during the period beginning on the Grant Date and ending one year following his termination of employment with the Company, whether such termination of employment is voluntary or involuntary or with or without cause, he will not, on his own behalf or as a partner, officer, director, employee, agent, or consultant of any other person or entity, directly or indirectly contact, solicit or induce (or attempt to solicit or induce) any employee of the Company to leave their employment with the Company or consider employment with any other person or entity. Employee and the Company agree that any breach by Employee of the non-solicitation obligation under this paragraph will cause the Company immediate, material and irreparable injury and damage, and there is no adequate remedy at law for such breach. Accordingly, in the event of such breach, in addition to any other remedies it may have at law or in equity, the Company shall be entitled immediately to seek enforcement of this Agreement in a court of competent jurisdiction by means of a decree of specific performance, an injunction without the posting of a bond or the requirement of any other guarantee, any other form of equitable relief, liquidated damages in the amount of one hundred fifty percent (150%) of the Fair Market Value of the Awards granted hereunder as of the Grant Date, and the Company is entitled to recover from Employee the costs and attorneys' fees it incurs to recover under or enforce this Agreement. This provision is not a waiver of any other rights that the Company may have under this Agreement, including the right to receive money damages.

9. **Taxes.** The transfer of Common Shares shall be subject to the further condition that the Company shall provide for the withholding of any taxes required by applicable federal, state, or local law by reducing the number of RSUs to be transferred to Employee's Account or by such other manner as the Committee shall determine in its discretion.

10. **Consent.** By executing this Agreement, Employee consents to the collection, maintenance and processing of Employee's personal information (such as Employee's name, home address, home telephone number and email address, social security number, assets and income information, birth date, hire date, termination date, other employment information, citizenship, marital status) by the Company and the Company's service providers for the purposes of (i) administering the Plan (including ensuring that the conditions of transfer are satisfied from the Grant Date through the Vesting Date), (ii) providing Employee with services in connection with Employee's participation in the Plan, and (iii) meeting legal and regulatory requirements ("Permitted Purposes"). Employee's personal information will not be processed for longer than is necessary for such Permitted Purposes. Employee's personal information is collected from the following sources:

(a) from this Agreement, investor questionnaires or other forms that Employee submits to the Company or contracts that Employee enters into with the Company;

(b) from Employee's transactions with the Company, the Company's affiliates and service providers;

(c) from Employee's employment records with the Company; and

(d) from meetings, telephone conversations and other communications with Employee.

In addition, Employee further consents to the Company disclosing Employee's personal information to the Company's third party service providers and affiliates and other entities in connection with the services the Company provides related to Employee's participation in the Plan, including:

(a) financial service providers, such as broker-dealers, custodians, banks and others used to finance or facilitate transactions by, or operations of, the Plan;

(b) other service providers to the Plan, such as accounting, legal, or tax preparation services;

(c) regulatory authorities; and

(d) transfer agents, portfolio companies, brokerage firms and the like, in connection with distributions to Plan participants.

Where Employee's personal information is provided to such third parties the Company requires (to the extent permitted by applicable law) that such parties, agree to process Employee's personal information in accordance with the Company's instructions.

Employee's personal information is maintained on the Company's networks and the networks of the Company's service providers, which may be in the United States or other countries other than the country in which this Award was granted. Employee acknowledges and agrees that the transfer of Employee's personal information to the United States or other countries other than the country in which this Award was granted is necessary for the Permitted Purposes. To the extent (if any) that the provisions of the European Union's Data Protection Directive (Directive 95/46/EC of the European Parliament and of the Council) and/or applicable national legislation derived from such Directive apply, then by executing this Agreement Employee expressly consents to the transfer of Employee's personal information outside of the European Economic Area. Employee may access Employee's personal information to verify its accuracy, update Employee's personal information and/or request copy of Employee's personal information by contacting Employee's local Human Resources representative. Employee may obtain account transaction information online or by contacting the Plan record keeper as described in the Plan enrollment materials. By accepting the terms of this Agreement, Employee further agrees to the same terms with respect to other Awards Employee received in any prior year under the Plan.

11. **No Additional Rights.** Benefits under this Plan are not guaranteed. The grant of Awards is a one-time benefit and does not create any contractual or other right or claim to any future grants of Awards under the Plan, nor does a grant of Awards guarantee future participation in the Plan. The value of Employee's Awards is an extraordinary item outside the scope of Employee's employment contract, if any. Employee's Awards are not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end-of-service payments, bonuses, long-term service awards, pension or retirement benefits (except as otherwise provided by the terms of any U.S.-qualified retirement or pension plan maintained by the Company), or similar payments. By accepting the terms of this Agreement, Employee further agrees to these same terms and conditions with respect to any other Awards Employee received in any prior year under the Plan.

12. **Amendment of This Agreement**. The Board of Directors may at any time amend, suspend or terminate the Plan; provided, however, that no amendment, suspension or termination of the Plan or the Award shall adversely affect the Award in any material way without written consent of Employee.

13. **Notices.** Notices hereunder shall be in writing, and if to the Company, may be delivered personally to the Compensation Department or such other party as designated by the Company or mailed to its principal office at 10400 Fernwood Road, Bethesda, Maryland 20817, addressed to the attention of the Stock Option Administrator (Department 935.40), and if to Employee, may be delivered personally or mailed to Employee at his or her address on the records of the Company.

14. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and the successors and assigns of the Company and, to the extent provided in paragraph 8 above and in the Plan, to the personal representatives, legatees and heirs of Employee.

15. **No Effect on Employment.** This agreement is not a contract of employment or otherwise a limitation on the right of the Company to terminate the employment of Employee or to increase or decrease Employee's compensation from the rate of compensation in existence at the time this Agreement is executed.

16. **Additional (Non-U.S.) Terms and Conditions.** [Notwithstanding the foregoing terms and conditions of this Award, Employee acknowledges that applicable law (including rules or regulations governing securities, foreign ownership, foreign exchange, tax, labor or other matters of any jurisdiction in which Employee may be residing or working at the time of grant of or while holding this Award or any RSUs) may prevent or restrict the issuance of Common Shares under this Award or any RSUs, and neither the Company nor any affiliate assumes any liability in relation to this Award or any RSUs or Common Shares in such case. Moreover, the Company reserves the right to impose other requirements, including additional terms and conditions, on Employee's participation in the Plan, this Award, the RSUs and corresponding Common Shares, and any other award or Common Shares acquired under the Plan, or take any other action (including forfeiture of Awards or Common Shares or the forced sale thereof) without liability, if the Company determines it is necessary or advisable in order to comply with applicable law or facilitate the administration of the Plan. Employee agrees to sign any additional agreements or undertakings that the Company requires to accomplish the foregoing. Employee also acknowledges that applicable law may subject

Employee to additional procedural or regulatory requirements that Employee is and will be solely responsible for and must fulfill. Any additional requirements, restrictions, or terms and conditions as described in this Section 16 or other applicable disclosures may be set forth in, but are not limited to, the Company's Policies for Global Compliance of Equity Compensation Awards or any other agreement or addendum that may be provided to Employee. Employee also understands that if Employee works, resides, moves to, or otherwise is or becomes subject to applicable law or Company policies of another jurisdiction at any time, certain country-specific notices, disclaimers, and/or terms and conditions may apply to Employee as from the date of grant, unless otherwise determined by the Company in its sole discretion.] [RSUs awarded under this Agreement shall be subject to additional terms and conditions, as applicable, set forth in the Company's Policies for Global Compliance of Equity Compensation Awards, which are attached in the Appendix hereto and shall be incorporated herein fully by reference.]

IN WITNESS WHEREOF, MARRIOTT INTERNATIONAL, INC. has caused this Agreement to be signed by its Executive Vice President and Global Chief Human Resources Officer, effective the day and year first hereinabove written.

MARRIOTT INTERNATIONAL, INC.	EMPLOYEE
	<<PARTICIPANT NAME>>
Executive Vice President and Global Human Resources Officer	Signed Electronically

[MARRIOTT INTERNATIONAL, INC.
POLICIES FOR GLOBAL COMPLIANCE OF EQUITY COMPENSATION AWARDS

This document (the "Policies") sets forth policies of Marriott International, Inc. ("Marriott") for the administration of equity compensation awards (the "Awards") granted to employees (the "Employees") of Marriott and its subsidiaries (together, the "Company") under the Marriott International, Inc. Stock and Cash Incentive Plan, as amended and restated effective January 1, 2008, and as subsequently amended from time to time (the "Plan"). The Policies apply to certain Employees who have received or held Awards under the Plan while working for the Company outside of the United States.

The Policies, as may be amended by the Company from time to time for changes in law, are an integral part of the terms of each agreement (the "Agreement") under which Awards are granted to Employees under the Plan. As such, the Policies set forth additional requirements or conditions in the non-U.S. jurisdictions indicated below that certain Employees must satisfy to receive the intended benefits under their Awards. These requirements or conditions are established to ensure that the Company and the Employees comply with applicable legal requirements pertaining to the Awards in those jurisdictions. In addition, the Policies are established to assist the Employees in complying with other legal requirements which may not implicate the Company. These requirements, some carrying civil or criminal penalties for noncompliance, may apply with respect to Employees' Awards or shares of Marriott stock obtained pursuant to the Awards because of such Employees' presence (which may or may not require citizenship or legal residency) in a particular jurisdiction at some time during the term of the Awards.

Legal requirements are often complex and may change frequently. Therefore, the Policies provide general information only and may not be relied upon by Employees as their only source of information relating to the consequences of participation in the Plan, nor may they serve as the basis for recovery against the Company for financial or other penalties incurred by Employees as a result of their noncompliance. Employees should seek appropriate professional advice as to how the relevant laws may apply to them individually.

Certain capitalized terms used but not defined in the Policies have the meanings set forth in the Plan or in the Agreements. To the extent the Policies appear to conflict with the terms of the Plan or the Agreements, the Plan and the Agreement shall control.]

[COUNTRY-SPECIFIC POLICIES

India

Exchange Control Notice. If an Employee is a "Person Resident in India," the Employee must repatriate to India any proceeds from the sale of shares acquired under the Plan and any dividends received in relation to the shares and convert the proceeds into local currency within 90 days of receipt. In addition, such Employee must obtain a foreign inward remittance certificate ("FIRC") from the Indian foreign exchange bank where the Employee deposits the foreign currency upon repatriation, and the Employee must maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employee's employer requests proof of repatriation.

For this purpose, "Person Resident in India" means:

i. a person residing in India for more than one hundred and eighty-two days during the course of the preceding financial year but does not include -

   A. a person who has gone out of India or who stays outside India, in either case -

      1. for or on taking up employment outside India, or

      2. for carrying on a business or vocation outside India, or

      3. for any other purpose, in such circumstances as would indicate his intention to stay outside India for an uncertain period; or

   B. a person who has come to or stays in India, in either case, otherwise than -

      1. for or on taking up employment in India, or

      2. for carrying on in India a business or vocation in India, or

      3. for any other purpose, in such circumstances as would indicate his intention to stay in India for an uncertain period.

SOUTH AFRICA

The Plan falls within the scope of international share incentive schemes approved by the Financial Surveillance Department of the South African Reserve Bank.

Private individuals are allowed to participate in offshore share incentive or share option schemes, provided that such participation is financed in terms of the foreign capital allowance dispensation (i.e. the individual is limited to payment of R4million per annum for such participation) and/or from the proceeds of authorised foreign assets.

Since the cost of the participation of an individual in the Plan will be charged to the South African employer, the acquisition of shares will have a direct impact on the country's foreign exchange reserves, which means that the participation of the individual will be limited to the value of R4million per annum. Should an employee who qualifies in terms of the incentive scheme wish to acquire shares valued in excess of the amount of R4 million, payment thereof may be effected provided such shares are immediately disposed of and the full sale proceeds thereof transferred to South Africa in terms of Regulation 6.

Thailand

Exchange Control Notice. An Employees who is resident in Thailand (with the exception of an Employee who is a foreigner permitted to reside or work in Thailand for a period not exceeding three months) must repatriate to Thailand the proceeds from the sale of shares acquired under the Plan and any cash dividends received in relation to the shares and convert the funds to Thai Baht within 360 days of receipt. If the repatriated amount is U.S. $20,000 or more, the Employee must report the inward remittance by submitting the Foreign Exchange Transaction Form, which can be obtained from any commercial bank in Thailand, to an authorized agent, *i.e.,* a commercial bank authorized by the Bank of Thailand to engage in the purchase, exchange and withdrawal of foreign currency.]

Exhibit 10.12.1

FORM OF SENIOR EXECUTIVE SUPPLEMENTAL STOCK APPRECIATION RIGHT AGREEMENT FOR THE MARRIOTT INTERNATIONAL, INC. STOCK AND CASH INCENTIVE PLAN

THIS AGREEMENT (the "Agreement") is made on **<<GRANT DATE>>** (the "Award Date") by MARRIOTT INTERNATIONAL, INC. (the "Company") and **<<PARTICIPANT NAME>>** ("Employee").

WITNESSETH:

WHEREAS, the Company maintains the Marriott International, Inc. Stock and Cash Incentive Plan, as amended (the "Plan"); and

WHEREAS, the Company wishes to award to designated employees certain stock appreciation right awards ("SARs" or "Awards") as provided in Article 6 of the Plan; and

WHEREAS, Employee has been approved by the Compensation Policy Committee (the "Committee") of the Company's Board of Directors (the "Board") to receive an award of SARs under the Plan;

NOW, THEREFORE, it is agreed as follows:

1. **Prospectus.** Employee has been provided with, and hereby acknowledges receipt of, a Prospectus for the Plan dated February 17, 2011, which contains, among other things, a detailed description of the SAR provisions of the Plan. Employee further acknowledges that he has read the Prospectus and this Agreement, and that Employee understands the provisions thereof.

2. **Interpretation.** The provisions of the Plan are incorporated herein by reference and form an integral part of this Agreement. Except as otherwise set forth herein, capitalized terms used herein shall have the meanings given to them in the Plan. In the event of any inconsistency between this Agreement and the Plan, the terms of the Plan shall govern. A copy of the Plan is available from the Compensation Department of the Company upon request. All decisions and interpretations made by the Committee or its delegate with regard to any question arising hereunder or under the Plan shall be binding and conclusive.

3. **Grant of SARs.** The Company hereby grants to Employee as of the Award Date SARs on **<<QTY GRANTED>>** shares of the Company's Common Stock (the "SAR Shares"), subject to the terms and conditions of the Plan, Employee's acceptance of this Agreement and satisfaction of the tax provisions of the Company's International Assignment Policy ("IAP"), if applicable. Under this Agreement, upon satisfying the conditions for exercising SARs as set forth in paragraphs 5 and 6 below, Employee shall receive a number of shares of Common Stock of the Company equal to the number of SAR shares that are being exercised under such SARs multiplied by the quotient of (a) the Final Value minus the Base Value, divided by (b) the Final Value.

4. **Base Value and Final Value.** Subject to Paragraph 12 hereof, the Base Value per share of the SAR Shares is **<<GRANT PRICE>>** and the Final Value is the Fair Market Value of a Share of Common Stock of the Company as of the date the SARs are exercised.

5. **Waiting Period and Exercise Dates.** The SAR Shares may not be exercised during the three-year period following the Award Date (the "waiting period"). Following the waiting period, the SAR Shares may be exercised at any time thereafter; provided, however, that the SARs shall not be exercisable after the expiration of ten (10) years from the Award Date or sooner as set forth in paragraph 9, if applicable. Exercise of the SARs shall not be dependent upon the prior or sequential exercise of any other SARs heretofore granted to Employee by the Company. Except as provided in Article 6 of the Plan and Paragraph 9 below, the SARs may not be exercised at any time unless Employee shall then be an employee of the Company.

6. **Method of Exercising SARs.** To exercise the SARs, the person entitled to exercise the SARs must provide a signed written notice or the equivalent to the Company or its designee, as prescribed in the administrative procedures of the Plan, stating the number of SAR Shares with respect to which the SARs are being exercised. The SARs may be exercised by (a) making provision for the satisfaction of the applicable withholding taxes, and (b) an undertaking to furnish and execute such documents as the Company deems necessary (i) to evidence such exercise, and (ii) to determine whether registration is then required to comply with the Securities Act of 1933 or any other law. Upon satisfying the conditions for exercise including the provision for the satisfaction of the withholding taxes, the Company shall provide confirmation from the Plan record keeper that the transfer agent for the common stock of the Company is holding shares for the account of such person in a certificateless

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account. The exercise of the SARs may be made by any other means that the Committee determines to be consistent with the Plan's purpose and applicable law.

7. **Rights as a Shareholder.** Employee shall have no rights as a shareholder with respect to any SAR Shares covered by the SARs granted hereby until the date of acquisition by Employee of such SAR Shares. No adjustment shall be made for dividends or other rights for which the record date is prior to such date.

8. **Non-Assignability.** The SARs shall not be assignable or transferable by Employee except by will or by the laws of descent and distribution. During Employee's lifetime, the SARs may be exercised only by Employee or, in the event of incompetence, by Employee's legally appointed guardian.

9. **Effect of Termination of Employment or Death.** If Employee goes on leave of absence for a period of greater than twelve months (except a leave of absence approved by the Board of Directors or the Committee) or ceases to be an employee of the Company for any reason except death, the portion of the SARs which is unexercisable on the date on which Employee ceased to be an Employee or has been on a leave of absence for over twelve months (except a leave of absence approved by the Board or Committee) shall expire on such date and any unexercised portion of the SARs which was otherwise exercisable on such date shall expire at the earlier of (i) the expiration of the SARs in accordance with the term for which the SARs were granted, or (ii) three months from such date (or five years in the case of an "Approved Retiree" as defined below. In the event of the death of Employee without Approved Retiree status during the three (3) month period following termination of employment or a leave of absence over twelve (12) months (except a leave of absence approved by the Board or Committee), the SARs shall be exercisable by Employee's personal representative, heirs or legatees to the same extent and during the same period that Employee could have exercised the SAR if Employee had not died. In the event of the death of Employee while an employee of the Company or while an Approved Retiree, the SAR (if the waiting period has elapsed) shall be exercisable in its entirety by Employee's personal representatives, heirs or legatees at any time prior to the expiration of one year from the date of the death of Employee, but in no event after the term for which the SAR was granted. For purposes of this Agreement, an "Approved Retiree" is any SAR holder who (i) terminates employment by reason of a Disability, or (ii) (A) retires from employment with the Company with the specific approval of the Committee on or after such date on which the SAR holder has attained age 55 and completed 10 Years of Service, and (B) has entered into and has not breached an agreement to refrain from Engaging in Competition in form and substance satisfactory to the Committee; and if the Committee subsequently determines, in its sole discretion, that an Approved Retiree has violated the provisions of the Agreement to refrain from Engaging in Competition, or has engaged in willful acts or omissions or acts or omissions of gross negligence that are or potentially are injurious to the Company's operations, financial condition or business reputation, such Approved Retiree shall have ninety (90) days from the date of such finding within which to exercise any SARs or portions thereof which are exercisable on such date, and any SARs or portions thereof which are not exercised within such ninety (90) day period shall expire and any SARs or portion thereof which are not exercisable on such date shall be cancelled on such date.

9A. **Non-Solicitation.** In consideration of good and valuable consideration in the form of the SAR Awards granted herein to which Employee is not otherwise entitled, the receipt and sufficiency of which are hereby acknowledged, and in recognition of the Company's legitimate purpose of avoiding for limited times competition from persons whom Marriott has trained and/or given experience, Employee agrees that during the period beginning on the Grant Date and ending one year following his termination of employment with the Company, whether such termination of employment is voluntary or involuntary or with or without cause, he will not, on his own behalf or as a partner, officer, director, employee, agent, or consultant of any other person or entity, directly or indirectly contact, solicit or induce (or attempt to solicit or induce) any employee of the Company to leave their employment with the Company or consider employment with any other person or entity. Employee and the Company agree that any breach by Employee of the non-solicitation obligation under this paragraph will cause the Company immediate, material and irreparable injury and damage, and there is no adequate remedy at law for such breach. Accordingly, in the event of such breach, in addition to any other remedies it may have at law or in equity, the Company shall be entitled immediately to seek enforcement of this Agreement in a court of competent jurisdiction by means of a decree of specific performance, an injunction without the posting of a bond or the requirement of any other guarantee, any other form of equitable relief, liquidated damages in the amount of one hundred fifty percent (150%) of the Fair Market Value of the Awards granted hereunder as of the Grant Date, and the Company is entitled to recover from Employee the costs and attorneys' fees it incurs to recover under or enforce this Agreement. This provision is not a waiver of any other rights that the Company may have under this Agreement, including the right to receive money damages.

10. **Consent.** By executing this Agreement, Employee consents to the collection, maintenance and processing of Employee's personal information (such as Employee's name, home address, home telephone number and email address, social security number, assets and income information, birth date, hire date, termination date, other employment information, citizenship, marital status) by the Company and the Company's service providers for the purposes of (i) administering the Plan (including ensuring that the conditions of transfer are satisfied from the Award Date through the Exercise Date), (ii) providing Employee

with services in connection with Employee's participation in the Plan, (iii) meeting legal and regulatory requirements and (iv) for any other purpose to which Employee may consent ("Permitted Purposes"). Employee's personal information will not be processed for longer than is necessary for such Permitted Purposes. Employee's personal information is collected from the following sources:

(a) from this Agreement, investor questionnaires or other forms that Employee submits to the Company or contracts that Employee enters into with the Company;

(b) from Employee's transactions with the Company, the Company's affiliates and service providers;

(c) from Employee's employment records with the Company; and

(d) from meetings, telephone conversations and other communications with Employee.

In addition, Employee further consents to the Company disclosing Employee's personal information to the Company's third party service providers and affiliates and other entities in connection with the services the Company provides related to Employee's participation in the Plan, including:

(a) financial service providers, such as broker-dealers, custodians, banks and others used to finance or facilitate transactions by, or operations of, the Plan;

(b) other service providers to the Plan, such as accounting, legal, or tax preparation services;

(c) regulatory authorities; and

(d) transfer agents, portfolio companies, brokerage firms and the like, in connection with distributions to Plan participants.

Where Employee's personal information is provided to such third parties, the Company requires (to the extent permitted by applicable law) that such parties agree to process Employee's personal information in accordance with the Company's instructions.

Employee's personal information is maintained on the Company's networks and the networks of the Company's service providers, which may be in the United States or other countries other than the country in which this Award was granted. Employee acknowledges and agrees that the transfer of Employee's personal information to the United States or other countries other than the country in which this Award was granted is necessary for the Permitted Purposes. To the extent (if any) that the provisions of the European Union's Data Protection Directive (Directive 95/46/EC of the European Parliament and of the Council) and/or applicable national legislation derived from such Directive apply, then by executing this Agreement Employee expressly consents to the transfer of Employee's personal information outside of the European Economic Area. Employee may access Employee's personal information to verify its accuracy, update Employee's personal information and/or request a copy of Employee's personal information by contacting Employee's local Human Resources representative. Employee may obtain account transaction information online or by contacting the Plan record keeper as described in the Plan enrollment materials. By accepting the terms of this Agreement, Employee further agrees to the same terms with respect to other Awards Employee received in any prior year under the Plan.

11. **No Additional Rights.** Benefits under this Plan are not guaranteed. The grant of Awards is a one-time benefit and does not create any contractual or other right or claim to any future grants of Awards under the Plan, nor does a grant of Awards guarantee future participation in the Plan. The value of Employee's Awards is an extraordinary item outside the scope of Employee's employment contract, if any. Employee's Awards are not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end-of-service payments, bonuses, long-term service awards, pension or retirement benefits (except as otherwise provided by the terms of any U.S.-qualified retirement or pension plan maintained by the Company or any of its subsidiaries), or similar payments. By accepting the terms of this Agreement, Employee further agrees to these same terms and conditions with respect to any other Awards Employee received in any prior year under the Plan.

12. **Recapitalization or Reorganization.** Certain events affecting the Common Stock of the Company and mergers, consolidations and reorganizations affecting the Company may affect the number or type of securities deliverable upon exercise of the SAR or limit the remaining term over which the SAR may be exercised.

13. **General Restriction.** In accordance with the terms of the Plan, the Company may limit or suspend the exercisability of the SARs or the purchase or issuance of SAR Shares thereunder under certain circumstances. Any delay caused thereby shall in no way affect the date of termination of the SARs.

14. **Amendment of This Agreement.** The Board of Directors may at any time amend, suspend or terminate the Plan; provided, however, that no amendment, suspension or termination of the Plan or the SARs shall adversely affect in any material way the SARs without the written consent of Employee.

15. **Notices.** Notices hereunder shall be in writing, and if to the Company, may be delivered personally to the Compensation Department or such other party as designated by the Company or mailed to its principal office at 10400 Fernwood Road, Bethesda, Maryland 20817, addressed to the attention of the SAR Administrator (Department 935.40), and if to Employee, may be delivered personally or mailed to Employee at his or her address on the records of the Company.

16. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and the successors and assigns of the Company and, to the extent provided in Paragraph 9 above and the provisions of the Plan, to the personal representatives, legatees and heirs of Employee.

17. **No Effect on Employment.** Nothing contained in this Agreement shall be construed to limit or restrict the right of the Company to terminate Employee's employment at any time, with or without cause, or to increase or decrease Employee's compensation from the rate of compensation in existence at the time this Agreement is executed.

18. **Additional (Non-U.S.) Terms and Conditions.** SARs awarded under this Agreement shall be subject to additional terms and conditions, as applicable, set forth in the Company's Policies for Global Compliance of Equity Compensation Awards, which are attached in the Appendix hereto and shall be incorporated herein fully by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Award Date.

MARRIOTT INTERNATIONAL, INC.

Executive Vice President, Global Human Resources

EMPLOYEE

<<PARTICIPANT NAME>>

Signed Electronically

MARRIOTT INTERNATIONAL, INC.
POLICIES FOR GLOBAL COMPLIANCE OF EQUITY COMPENSATION AWARDS

January 21, 2011

MARRIOTT INTERNATIONAL, INC.
POLICIES FOR GLOBAL COMPLIANCE OF EQUITY COMPENSATION AWARDS

This document (the "Policies") sets forth policies of Marriott International, Inc. ("Marriott") for the administration of equity compensation awards (the "Awards") granted to employees (the "Employees") of Marriott and its subsidiaries (together, the "Company") under the Marriott International, Inc. Stock and Cash Incentive Plan, as amended and restated effective January 1, 2008, and as subsequently amended from time to time (the "Plan"). The Policies apply to certain Employees who have received or held Awards under the Plan while working for the Company outside of the United States.

The Policies, as may be amended by the Company from time to time for changes in law, are an integral part of the terms of each agreement (the "Agreement") under which Awards are granted to Employees under the Plan. As such, the Policies set forth additional requirements or conditions in the non-U.S. jurisdictions indicated below that certain Employees must satisfy to receive the intended benefits under their Awards. These requirements or conditions are established to ensure that the Company and the Employees comply with applicable legal requirements pertaining to the Awards in those jurisdictions. In addition, the Policies are established to assist the Employees in complying with other legal requirements which may not implicate the Company. These requirements, some carrying civil or criminal penalties for noncompliance, may apply with respect to Employees' Awards or shares of Marriott stock obtained pursuant to the Awards because of such Employees' presence (which may or may not require citizenship or legal residency) in a particular jurisdiction at some time during the term of the Awards.

Legal requirements are often complex and may change frequently. Therefore, the Policies provide general information only and may not be relied upon by Employees as their only source of information relating to the consequences of participation in the Plan, nor may they serve as the basis for recovery against the Company for financial or other penalties incurred by Employees as a result of their noncompliance. Employees should seek appropriate professional advice as to how the relevant laws may apply to them individually.

Certain capitalized terms used but not defined in the Policies have the meanings set forth in the Plan or in the Agreements. To the extent the Policies appear to conflict with the terms of the Plan or the Agreements, the Plan and the Agreement shall control.

COUNTRY-SPECIFIC POLICIES

India

Exchange Control Notice. If an Employee is a "Person Resident in India," the Employee must repatriate to India any proceeds from the sale of shares acquired under the Plan and any dividends received in relation to the shares and convert the proceeds into local currency within 90 days of receipt. In addition, such Employee must obtain a foreign inward remittance certificate ("FIRC") from the Indian foreign exchange bank where the Employee deposits the foreign currency upon repatriation, and the Employee must maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employee's employer requests proof of repatriation.

For this purpose, "Person Resident in India" means:

i. a person residing in India for more than one hundred and eighty-two days during the course of the preceding financial year but does not include -

   A. a person who has gone out of India or who stays outside India, in either case -

      1. for or on taking up employment outside India, or

      2. for carrying on a business or vocation outside India, or

      3. for any other purpose, in such circumstances as would indicate his intention to stay outside India for an uncertain period; or

   B. a person who has come to or stays in India, in either case, otherwise than -

      1. for or on taking up employment in India, or

      2. for carrying on in India a business or vocation in India, or

      3. for any other purpose, in such circumstances as would indicate his intention to stay in India for an uncertain period.

Thailand

Exchange Control Notice. An Employees who is resident in Thailand (with the exception of an Employee who is a foreigner permitted to reside or work in Thailand for a period not exceeding three months) must repatriate to Thailand the proceeds from the sale of shares acquired under the Plan and any cash dividends received in relation to the shares and convert the funds to Thai Baht within 360 days of receipt. If the repatriated amount is U.S. $20,000 or more, the Employee must report the inward remittance by submitting the Foreign Exchange Transaction Form, which can be obtained from any commercial bank in Thailand, to an authorized agent, *i.e.*, a commercial bank authorized by the Bank of Thailand to engage in the purchase, exchange and withdrawal of foreign currency.

Exhibit 10.12.2

FORM OF STOCK APPRECIATION RIGHT AGREEMENT FOR THE MARRIOTT INTERNATIONAL, INC. STOCK AND CASH INCENTIVE PLAN (FOR NON-EMPLOYEE DIRECTORS)

THIS AGREEMENT is made on **<<GRANT DATE>>** (the "Grant Date") by MARRIOTT INTERNATIONAL, INC. (the "Company") and **<<PARTICIPANT NAME>>** ("Director").

WITNESSETH:

WHEREAS, the Company maintains the Marriott International, Inc. Stock and Cash Incentive Plan, as amended (the "Plan"); and

WHEREAS, the Company wishes to award to designated directors certain stock appreciation right awards ("SARs" or "Awards") as provided in Article 12 of the Plan; and

WHEREAS, Director has been approved by the Compensation Policy Committee (the "Committee") of the Company's Board of Directors (the "Board") to receive an award of "SARs" under the Plan;

NOW, THEREFORE, it is agreed as follows:

1. **Prospectus**. Director has been provided with, and hereby acknowledges receipt of, a Prospectus for the Plan dated **<<DATE>>**, which contains, among other things, a detailed description of the SAR provisions of the Plan. Director further acknowledges that he has read the Prospectus and this Agreement and that the Director understands the provisions thereof.

2. **Interpretation**. The provisions of the Plan are incorporated by reference and form an integral part of this Agreement. Except as otherwise set forth herein, capitalized terms used herein shall have the meanings given to them in the Plan. In the event of any inconsistency between this Agreement and the Plan, the terms of the Plan shall govern. A copy of the Plan is available from the Compensation Department of the Company upon request. All decisions and interpretations made by the Committee or its delegate with regard to any question arising hereunder or under the Plan shall be binding and conclusive.

3. **Grant of SARs.** The Company hereby grants to Director as of the Grant Date SARs on **<<QTY GRANTED>>** shares of the Company's Common Stock (the "SAR Shares"), subject to the terms and conditions of the Plan and Director's acceptance of this Agreement. Under this Agreement, upon satisfying the conditions for exercising SARs as set forth in paragraphs 5 and 6 below, Director shall receive a number of shares of Common Stock of the Company equal to the number of SAR shares that are being exercised under such SARs multiplied by the quotient of (a) the Final Value minus the Base Value, divided by (b) the Final Value.

4. **Base Value and Final Value.** Subject to Paragraph 12 hereof, the Base Value per share of the SAR Shares is **<<Base Value >>** and the Final Value is the Fair Market Value of a Share of Common Stock of the Company as of the date the SARs are exercised.

5. **Waiting Period and Exercise Dates.** The SAR Shares may not be exercised during the one-year period following the Grant Date (the "waiting period"). Following the waiting period, all or a portion of the SAR Shares may be exercised. To the extent that the SARs are not exercised by Director when they become initially exercisable, the SARs shall not expire but shall be carried forward and shall be exercisable at any time thereafter; provided, however, that the SARs shall not be exercisable after the expiration of ten (10) years from the Grant Date or sooner as set forth in paragraph 9, if applicable. Exercise of the SARs shall not be dependent upon the prior or sequential exercise of any other SARs heretofore granted to Director by the Company.

6. **Method of Exercising SAR.** To exercise the SARs, the person entitled to exercise the SARs must provide a signed written notice or the equivalent to the Company or its designee, as prescribed in the administrative procedures of the Plan, stating the number of SAR Shares with respect to which the SARs are being exercised. The SARs may be exercised by undertaking to furnish and execute such documents as the Company deems necessary (i) to evidence such exercise, and (ii) to determine whether registration is then required to comply with the Securities Act of 1933 or any other law. Upon satisfying the conditions for exercise, the Company shall, provide confirmation from the Plan record keeper that the transfer agent for the common stock of the Company is holding shares for the account of such person in a certificateless account. The exercise of the SARs may be made by any other means that the Committee determines to be consistent with the Plan's purpose and applicable law.

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7. **Rights as a Shareholder.** Director shall have no rights as a shareholder with respect to any SAR Shares covered by the SARs granted hereby until the date of acquisition by Director of such SAR Shares. No adjustment shall be made for dividends or other rights for which the record date is prior to such date.

8. **Non-Assignability.** The SARs shall not be assignable or transferable by Director except by will or by the laws of descent and distribution. During Director's lifetime, the SARs may be exercised only by Director or, in the event of incompetence, by Director's legally appointed guardian.

9. **Effect of Termination of Status as Director.** If Director ceases to be a Director of the Company for any reason except death, the SARs will continue to be exercisable until the expiration of such SARs in accordance with its original term. In the event of the death of Director, the SARs shall be exercisable by Director's personal representative, heirs or legatees at any time prior to the expiration of one year from the date of the death of Director, but in no event after the term for which the SARs were granted.

10. **Consent.** By executing this Agreement, Director consents to the collection, maintenance and processing of Director's personal information (such as Director's name, home address, home telephone number and email address, social security number, assets and income information, birth date, date of commencement and termination as a Director, citizenship, marital status) by the Company and the Company's service providers for the purposes of (i) administering the Plan (including ensuring that the conditions of transfer are satisfied from the Award Date through the Exercise Date), (ii) providing Director with services in connection with Director's participation in the Plan, (iii) meeting legal and regulatory requirements and (iv) for any other purpose to which Director may consent ("Permitted Purposes"). Director's personal information will not be processed for longer than is necessary for such Permitted Purposes. Director's personal information is collected from the following sources:

a. from this Agreement, investor questionnaires or other forms that Director submits to the Company or contracts that Director enters into with the Company;

b. from Director's transactions with the Company, the Company's affiliates and service providers;

c. from Director's service records with the Company; and

d. from meetings, telephone conversations and other communications with Director.

In addition, Director further consents to the Company disclosing Director's personal information to the Company's third party service providers and affiliates and other entities in connection with the services the Company provides related to Director's participation in the Plan, including:

a. financial service providers, such as broker-dealers, custodians, banks and others used to finance or facilitate transactions by, or operations of, the Plan;

b. other service providers to the Plan, such as accounting, legal, or tax preparation services;

c. regulatory authorities; and

d. transfer agents, portfolio companies, brokerage firms and the like, in connection with distributions to Plan participants.

Where Director's personal information is provided to such third parties, the Company requires (to the extent permitted by applicable law) that such parties agree to process Director's personal information in accordance with the Company's instructions.

Director's personal information is maintained on the Company's networks and the networks of the Company's service providers, which may be in the United States or other countries other than the country in which this Award was granted. Director acknowledges and agrees that the transfer of Director's personal information to the United States or other countries other than the country in which this Award was granted is necessary for the Permitted Purposes. To the extent (if any) that the provisions of the European Union's Data Protection Directive (Directive 95/46/EC of the European Parliament and of the Council) and/or applicable national legislation derived from such Directive apply, then by executing this Agreement Director' expressly consents to the transfer of Director's personal information outside of the European Economic Area. Director may access Director's personal information to verify its accuracy, update Director's personal information and/or by request a copy of Director's personal information by contacting the Senior Vice President, Compensation and Benefits. Director may obtain account transaction information online or by contacting the Plan record keeper as described in the Plan enrollment materials.

11. **No Additional Rights.** Benefits under this Plan are not guaranteed. The grant of Awards is a one-time benefit and does not create any contractual or other right or claim to any future grants of Awards under the Plan, nor does a grant of Awards guarantee future participation in the Plan.

12. **General Restriction.** In accordance with the terms of the Plan, the Company may limit or suspend the exercisability of the SARs or the purchase or issuance of SAR Shares thereunder under certain circumstances. Any delay caused thereby shall in no way affect the date of termination of the SARs.

13. **Amendment of This Agreement.** The Board of Directors may at any time amend, suspend or terminate the Plan; provided, however, that no amendment, suspension or termination of the Plan or the SARs shall adversely affect in any material way the SARs without the written consent of Director.

14. **Notices.** Notices hereunder shall be in writing, and if to the Company, may be delivered personally to the Compensation Department or such other party as designated by the Company or mailed to its principal office at 10400 Fernwood Road, Bethesda, Maryland 20817, addressed to the attention of the SARs Administrator (Department 935.40), and if to Director, may be delivered personally or mailed to Director at his or her address on the records of the Company.

15. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and the successors and assigns of the Company and, to the extent provided in Paragraph 9 above and the provisions of the Plan, to the personal representatives, legatees and heirs of Director.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Grant Date.

MARRIOTT INTERNATIONAL, INC.	DIRECTOR
	<<PARTICIPANT NAME>>
Executive Vice President and Global Chief Human Resources Officer	Director Signature

Exhibit 10.13.1

FORM OF BUSINESS INTEGRATION PERFORMANCE SHARE UNIT AWARD AGREEMENT FOR THE MARRIOTT INTERNATIONAL, INC. STOCK AND CASH INCENTIVE PLAN

THIS AGREEMENT (the "Agreement") is made on **<<GRANT DATE>>** (the "Grant Date") by MARRIOTT INTERNATIONAL, INC. (the "Company") and **<<PARTICIPANT NAME>>** ("Employee").

WITNESSETH:

WHEREAS, the Company maintains the Marriott International, Inc. Stock and Cash Incentive Plan, as amended (the "Plan");

WHEREAS, the Company has entered into an Agreement and Plan of Merger as of November 15, 2015, as amended on March 20, 2016 (the "Merger Agreement") with Starwood Hotels & Resorts, Inc. ("Starwood"), and desires to offer equity compensation to certain key leaders of the Company to motivate and reward additional efforts that support the completion of the merger and the subsequent integration of the companies, and to retain such individuals through completion of such business integration, and

WHEREAS, the Company wishes to award to designated employees certain Other Share-Based Awards ("Awards") as provided in Article 10 of the Plan to be known as "Business Integration Performance Share Unit" awards or, as referenced in this Agreement, "Performance Share Unit" awards; and

WHEREAS, Employee has been approved by the Compensation Policy Committee (the "Committee") of the Company's Board of Directors (the "Board") to receive an award of Performance Share Units under the Plan;

NOW, THEREFORE, it is agreed as follows:

1. **Prospectus.** Employee has been provided with, and hereby acknowledges receipt of, a Prospectus for the Plan dated **<<DATE>>**, which contains, among other things, a detailed description of the Other Share-Based Awards provisions of the Plan. Employee further acknowledges that he has read the Prospectus and this Agreement, and that Employee understands the provisions thereof.

2. **Interpretation.** The provisions of the Plan are incorporated herein by reference and form an integral part of this Agreement. Except as otherwise set forth herein, capitalized terms used herein shall have the meanings given to them in the Plan. In the event of any inconsistency between this Agreement and the Plan, the terms of the Plan shall govern. A copy of the Plan is available from the Compensation Department of the Company upon request. All decisions and interpretations made by the Committee or its delegate with regard to any question arising hereunder or under the Plan shall be binding and conclusive.

3. **Grant of Performance Share Units.** Subject to the terms of the Plan, Employee's acceptance of this Agreement, and subject to satisfaction of the tax provisions of the Company's International Assignment Policy ("IAP"), if applicable, the Company hereby grants this target award (the "Award") of **<<QTY GRANTED>>** Performance Share Units as of the Grant Date. The Performance Share Units are contingently awarded and will be earned and payable if and to the extent that (i) the performance goals set forth in Appendix A are achieved for the three-year performance period beginning January 1, 2016 and ending December 31, 2018 (the "Performance Period"), and (ii) the Conditions of Transfer set forth in paragraph 5 are satisfied. The Committee in its sole discretion may modify this Award at any time to add or change such performance conditions as it deems appropriate in order for the Award to qualify (or continue to qualify) as "performance-based compensation" for purposes of section 162(m) of the Code. Notwithstanding anything to the contrary, this Award will be cancelled in the event and at such time that it is determined by the Committee in its sole discretion that the transactions contemplated by the Merger Agreement will not be implemented in substantially the same form as contemplated thereby, whether on account of cancellation by one or both of the parties to the Merger Agreement, failure to secure shareholders' or government agency approval of the Merger Agreement, or otherwise.

The number of Performance Share Units that Employee will earn (if any) may be greater, equal to or less than the Award, and will be based on the performance level achieved. Performance level is measured against the threshold, target and maximum performance levels set forth in Appendix A. The number of Performance Share Units earned is calculated as a percentage of the Award: if the threshold performance level is achieved, **<<X>>**% of the number of Performance Share Units subject to the Award will be earned; if the target performance level is achieved, 100% of the Performance Share Units subject to the Award will be earned; if the maximum performance level is achieved, 150% of the Performance Share Units subject to the Award will be earned. If actual performance is between levels, the number of Performance Share Units earned will be interpolated on a

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straight line basis for pro-rata achievement of the performance goals. Failure to achieve threshold performance will result in no Performance Share Units being earned. The Award shall remain forfeitable except to the extent the Committee certifies the performance at the end of the Performance Period and the Conditions of Transfer set forth in paragraph 5 are satisfied.

4. **Distribution of Performance Share Units.** Subject to satisfaction of the performance goal set forth in Appendix A and the Conditions of Transfer in paragraph 5, the Performance Share Units shall be distributed on <<DATE>>, 2019, or if later, the day after the Committee certifies that the performance goal set forth in Appendix A has been satisfied at the end of the Performance Period (the "Distribution Date"). Notwithstanding the foregoing, in the event that on the Distribution Date stock of the Company is not traded on the NASDAQ or another national exchange, then the Distribution Date shall be the next following day on which the stock of the Company is traded on the NASDAQ or another national exchange ("Trading Day"). Notwithstanding the foregoing, the Distribution Date shall not be later than December 31, 2019.

On the Distribution Date, provided the threshold performance goal set forth in Appendix A and the Conditions of Transfer have been satisfied, the Company shall transfer a corresponding number of shares of the Common Stock of the Company (the "Common Shares") (which may be reduced by the number of shares withheld to satisfy withholding taxes as set forth in paragraph 9 below, if share reduction is the method utilized for satisfying the tax withholding obligation) to an individual brokerage account (the "Account") established and maintained in Employee's name. Employee shall have all the rights of a stockholder with respect to such Common Shares following their transfer to the Account, including but not limited to the right to vote the Common Shares, to sell, transfer, liquidate or otherwise dispose of the Common Shares, and to receive all dividends or other distributions paid or made with respect to the Common Shares from the time they are deposited in the Account. Employee shall have no voting, transfer, liquidation, dividend or other rights of a Common Share stockholder with respect to Performance Share Units prior to such time that the corresponding Common Shares are transferred, if at all, to Employee's Account.

5. **Conditions of Transfer.** With respect to any Performance Share Units awarded to Employee, as a condition of Employee receiving a transfer of corresponding Common Shares in accordance with paragraph 4 above, Employee shall meet all of the following conditions during the entire period from the Grant Date hereof through the Distribution Date relating to such Performance Share Units:

(a) Employee must continue to be an active employee of the Company ("Continuous Employment");

(b) Employee must refrain from Engaging in Competition (as defined in Section 2.25 of the Plan) without first having obtained the written consent thereto from the Company ("Non-competition"); and

(c) Employee must refrain from committing any criminal offense or malicious tort relating to or against the Company or, as determined by the Committee in its discretion, engaging in willful acts or omissions or acts or omissions of gross negligence that are or potentially are injurious to the Company's operations, financial condition or business reputation. ("No Improper Conduct"). The Company's determination as to whether or not particular conduct constitutes Improper Conduct shall be conclusive.

If Employee should fail to meet the requirements relating to (i) Continuous Employment, (ii) Non-competition, or (iii) No Improper Conduct, then Employee shall forfeit the right to receive a distribution of any Performance Share Units for which the above conditions of transfer have not already been met as of the time such failure is determined, and Employee shall accordingly forfeit the right to receive the transfer of title to any corresponding Common Shares. The forfeiture of rights with respect to Performance Share Units (and corresponding Common Shares) shall not affect the rights of Employee with respect to any Performance Share Units for which the above conditions of transfer already have been met nor with respect to any Common Shares the title of which has already been transferred to Employee's Account.

6. **Non-Assignability.** The Performance Share Units shall not be assignable or transferable by Employee except by will or by the laws of descent and distribution. During Employee's lifetime, the Performance Share Units may be exercised only by Employee or, in the event of incompetence, by Employee's legally appointed guardian.

7. **Effect of Termination of Employment.** Except as specified below, if the Employee ceases to be employed by, or provide services to, the Company before the Distribution Date, the Award will be forfeited.

(a) In the event Employee's Continuous Employment is terminated prior to the relevant Distribution Date on account of death, and if Employee had otherwise met the requirements of Continuous Employment, Non-competition and No Improper Conduct from the Grant Date through the date of such death, then Employee shall upon death be deemed to have fully satisfied all of the Conditions of Transfer in paragraph 5 and to have met the target level of performance with respect to the goal set forth in Appendix A, and Employee's rights hereunder with respect to any

such Performance Share Units shall inure to the benefit of Employee's executors, administrators, personal representatives and assigns.

(b) In the event Employee's Continuous Employment is terminated prior to the Distribution Date on account of Employee's Disability (as defined in Section 2.19 of the Plan), and if Employee had otherwise met the requirements of Continuous Employment, Non-competition and No Improper Conduct from the Grant Date through the date of such Disability termination, and provided that Employee continues to meet the requirements of Non-competition and No Improper Conduct, then Employee's rights hereunder with respect to any outstanding Performance Share Units shall continue in the same manner as if Employee continued to meet the Continuous Employment requirement through the Distribution Date related to the Award.

Except as set forth in this paragraph 7, no other transfer of rights with respect to Performance Share Units shall be permitted pursuant to this Agreement.

8. **Non-Solicitation.** In consideration of good and valuable consideration in the form of the Performance Share Unit Awards granted herein to which Employee is not otherwise entitled, the receipt and sufficiency of which are hereby acknowledged, and in recognition of the Company's legitimate purpose of avoiding for limited times competition from persons whom Marriott has trained and/or given experience, Employee agrees that during the period beginning on the Grant Date and ending one year following his termination of employment with the Company, whether such termination of employment is voluntary or involuntary or with or without cause, he will not, on his own behalf or as a partner, officer, director, employee, agent, or consultant of any other person or entity, directly or indirectly contact, solicit or induce (or attempt to solicit or induce) any employee of the Company to leave their employment with the Company or consider employment with any other person or entity. Employee and the Company agree that any breach by Employee of the non-solicitation obligation under this paragraph will cause the Company immediate, material and irreparable injury and damage, and there is no adequate remedy at law for such breach. Accordingly, in the event of such breach, in addition to any other remedies it may have at law or in equity, the Company shall be entitled immediately to seek enforcement of this Agreement in a court of competent jurisdiction by means of a decree of specific performance, an injunction without the posting of a bond or the requirement of any other guarantee, any other form of equitable relief, liquidated damages in the amount of one hundred fifty percent (150%) of the Fair Market Value of the Awards granted hereunder as of the Grant Date, and the Company is entitled to recover from Employee the costs and attorneys' fees it incurs to recover under or enforce this Agreement. This provision is not a waiver of any other rights that the Company may have under this Agreement, including the right to receive money damages.

9. **Taxes.** The transfer of Common Shares shall be subject to the further condition that the Company shall provide for the withholding of any taxes required by applicable federal, state, or local law by reducing the number of Performance Share Units to be transferred to Employee's Account or by such other manner as the Committee shall determine in its discretion.

10. **Consent.** By executing this Agreement, Employee consents to the collection, maintenance and processing of Employee's personal information (such as Employee's name, home address, home telephone number and email address, social security number, assets and income information, birth date, hire date, termination date, other employment information, citizenship, marital status) by the Company and the Company's service providers for the purposes of (i) administering the Plan (including ensuring that the conditions of transfer are satisfied from the Grant Date through the Distribution Date), (ii) providing Employee with services in connection with Employee's participation in the Plan, and (iii) meeting legal and regulatory requirements ("Permitted Purposes"). Employee's personal information will not be processed for longer than is necessary for such Permitted Purposes. Employee's personal information is collected from the following sources:

(a) from this Agreement, investor questionnaires or other forms that Employee submits to the Company or contracts that Employee enters into with the Company;

(b) from Employee's transactions with the Company, the Company's affiliates and service providers;

(c) from Employee's employment records with the Company; and

(d) from meetings, telephone conversations and other communications with Employee.

In addition, Employee further consents to the Company disclosing Employee's personal information to the Company's third party service providers and affiliates and other entities in connection with the services the Company provides related to Employee's participation in the Plan, including:

(a) financial service providers, such as broker-dealers, custodians, banks and others used to finance or facilitate transactions by, or operations of, the Plan;

(b) other service providers to the Plan, such as accounting, legal, or tax preparation services;

(c) regulatory authorities; and

(d) transfer agents, portfolio companies, brokerage firms and the like, in connection with distributions to Plan participants.

Where Employee's personal information is provided to such third parties, the Company requires (to the extent permitted by applicable law) that such parties agree to process Employee's personal information in accordance with the Company's instructions.

Employee's personal information is maintained on the Company's networks and the networks of the Company's service providers, which may be in the United States or other countries other than the country in which this Award was granted. Employee acknowledges and agrees that the transfer of Employee's personal information to the United States or other countries other than the country in which this Award was granted is necessary for the Permitted Purposes. To the extent (if any) that the provisions of the European Union's Data Protection Directive (Directive 95/46/EC of the European Parliament and of the Council) and/or applicable national legislation derived from such Directive apply, then by executing this Agreement Employee expressly consents to the transfer of Employee's personal information outside of the European Economic Area. Employee may access Employee's personal information to verify its accuracy, update Employee's personal information and/or request a copy of Employee's personal information by contacting Employee's local Human Resources representative. Employee may obtain account transaction information online or by contacting the Plan record keeper as described in the Plan enrollment materials. By accepting the terms of this Agreement, Employee further agrees to the same terms with respect to other Awards Employee received in any prior year under the Plan.

11. No Additional Rights. Benefits under this Plan are not guaranteed. The grant of Awards is a one-time benefit and does not create any contractual or other right or claim to any future grants of Awards under the Plan, nor does a grant of Awards guarantee future participation in the Plan. The value of Employee's Awards is an extraordinary item outside the scope of Employee's employment contract, if any. Employee's Awards are not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end-of-service payments, bonuses, long-term service awards, pension or retirement benefits (except as otherwise provided by the terms of any U.S.-qualified retirement or pension plan maintained by the Company), or similar payments. By accepting the terms of this Agreement, Employee further agrees to these same terms and conditions with respect to any other Awards Employee received in any prior year under the Plan.

12. Amendment of This Agreement. The Board of Directors may at any time amend, suspend or terminate the Plan; provided, however, that no amendment, suspension or termination of the Plan or the Award shall adversely affect the Award in any material way without written consent of Employee.

13. Notices. Notices hereunder shall be in writing, and if to the Company, may be delivered personally to the Compensation Department or such other party as designated by the Company or mailed to its principal office at 10400 Fernwood Road, Bethesda, Maryland 20817, addressed to the attention of the Stock Option Administrator (Department 935.40), and if to Employee, may be delivered personally or mailed to Employee at his or her address on the records of the Company.

14. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and the successors and assigns of the Company and, to the extent provided in paragraph 7 above and in the Plan, to the personal representatives, legatees and heirs of Employee.

15. No Effect on Employment. This agreement is not a contract of employment or otherwise a limitation on the right of the Company to terminate the employment of Employee or to increase or decrease Employee's compensation from the rate of compensation in existence at the time this Agreement is executed.

16. Additional (Non-U.S.) Terms and Conditions. Performance Share Units awarded under this Agreement shall be subject to additional terms and conditions, as applicable, set forth in the Company's Policies for Global Compliance of Equity Compensation Awards, which are attached in the Appendix hereto and shall be incorporated herein fully by reference.

IN WITNESS WHEREOF, MARRIOTT INTERNATIONAL, INC. has caused this Agreement to be signed by its Executive Vice President and Global Chief Human Resources Officer, effective the day and year first hereinabove written.

MARRIOTT INTERNATIONAL, INC.	EMPLOYEE
	<<PARTICIPANT NAME>>
Executive Vice President and Global Human Resources Officer	Signed Electronically

APPENDIX A

PERFORMANCE GOAL

The number of Performance Share Units that may be earned shall be determined based on the actual performance level achieved with respect to the following performance measure for the Performance Period. The chart below sets forth the percentage of Award at each performance level:

Performance Measure	Accomplishment vs. Target	% of Target Units Earned*

* The number of Performance Share Units earned will be interpolated for achievement between two of the accomplishment levels. No Performance Share Units will be earned for achievement below the threshold performance level.

The Committee in its sole discretion may modify this Award at any time to add or change such performance conditions as it deems appropriate in order for the Award to qualify (or continue to qualify) as "performance-based compensation" for purposes of section 162(m) of the Internal Revenue Code. Notwithstanding anything to the contrary, this Award will be cancelled in the event and at such time that it is determined by the Committee in its sole discretion that the transactions contemplated by the Merger Agreement will not be implemented in substantially the same form as contemplated thereby, whether on account of cancellation by one or both of the parties to the Merger Agreement, failure to secure shareholders' or government agency approval of the Merger Agreement, or otherwise.

MARRIOTT INTERNATIONAL, INC.
POLICIES FOR GLOBAL COMPLIANCE OF EQUITY COMPENSATION AWARDS

This document (the "Policies") sets forth policies of Marriott International, Inc. ("Marriott") for the administration of equity compensation awards (the "Awards") granted to employees (the "Employees") of Marriott and its subsidiaries (together, the "Company") under the Marriott International, Inc. Stock and Cash Incentive Plan, as amended and restated effective January 1, 2008, and as subsequently amended from time to time (the "Plan"). The Policies apply to certain Employees who have received or held Awards under the Plan while working for the Company outside of the United States.

The Policies, as may be amended by the Company from time to time for changes in law, are an integral part of the terms of each agreement (the "Agreement") under which Awards are granted to Employees under the Plan. As such, the Policies set forth additional requirements or conditions in the non-U.S. jurisdictions indicated below that certain Employees must satisfy to receive the intended benefits under their Awards. These requirements or conditions are established to ensure that the Company and the Employees comply with applicable legal requirements pertaining to the Awards in those jurisdictions. In addition, the Policies are established to assist the Employees in complying with other legal requirements which may not implicate the Company. These requirements, some carrying civil or criminal penalties for noncompliance, may apply with respect to Employees' Awards or shares of Marriott stock obtained pursuant to the Awards because of such Employees' presence (which may or may not require citizenship or legal residency) in a particular jurisdiction at some time during the term of the Awards.

Legal requirements are often complex and may change frequently. Therefore, the Policies provide general information only and may not be relied upon by Employees as their only source of information relating to the consequences of participation in the Plan, nor may they serve as the basis for recovery against the Company for financial or other penalties incurred by Employees as a result of their noncompliance. Employees should seek appropriate professional advice as to how the relevant laws may apply to them individually.

Certain capitalized terms used but not defined in the Policies have the meanings set forth in the Plan or in the Agreements. To the extent the Policies appear to conflict with the terms of the Plan or the Agreements, the Plan and the Agreement shall control.

COUNTRY-SPECIFIC POLICIES

INDIA

Exchange Control Notice. If an Employee is a "Person Resident in India," the Employee must repatriate to India any proceeds from the sale of shares acquired under the Plan and any dividends received in relation to the shares and convert the proceeds into local currency within 90 days of receipt. In addition, such Employee must obtain a foreign inward remittance certificate ("FIRC") from the Indian foreign exchange bank where the Employee deposits the foreign currency upon repatriation, and the Employee must maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employee's employer requests proof of repatriation.

For this purpose, "Person Resident in India" means:

i. a person residing in India for more than one hundred and eighty-two days during the course of the preceding financial year but does not include -

A. a person who has gone out of India or who stays outside India, in either case -

1. for or on taking up employment outside India, or

2. for carrying on a business or vocation outside India, or

3. for any other purpose, in such circumstances as would indicate his intention to stay outside India for an uncertain period; or

B. a person who has come to or stays in India, in either case, otherwise than -

1. for or on taking up employment in India, or

2. for carrying on in India a business or vocation in India, or

3. for any other purpose, in such circumstances as would indicate his intention to stay in India for an uncertain period.

SOUTH AFRICA

The Plan falls within the scope of international share incentive schemes approved by the Financial Surveillance Department of the South African Reserve Bank.

Private individuals are allowed to participate in offshore share incentive or share option schemes, provided that such participation is financed in terms of the foreign capital allowance dispensation (i.e. the individual is limited to payment of R4million per annum for such participation) and/or from the proceeds of authorised foreign assets.

Since the cost of the participation of an individual in the Plan will be charged to the South African employer, the acquisition of shares will have a direct impact on the country's foreign exchange reserves, which means that the participation of the individual will be limited to the value of R4million per annum. Should an employee who qualifies in terms of the incentive scheme wish to acquire shares valued in excess of the amount of R4 million, payment thereof may be effected provided such shares are immediately disposed of and the full sale proceeds thereof transferred to South Africa in terms of Regulation 6.

THAILAND

Exchange Control Notice. An Employees who is resident in Thailand (with the exception of an Employee who is a foreigner permitted to reside or work in Thailand for a period not exceeding three months) must repatriate to Thailand the proceeds from the sale of shares acquired under the Plan and any cash dividends received in relation to the shares and convert the funds to Thai Baht within 360 days of receipt. If the repatriated amount is U.S. $20,000 or more, the Employee must report the inward remittance by submitting the Foreign Exchange Transaction Form, which can be obtained from any commercial bank in Thailand, to an authorized agent, *i.e.*, a commercial bank authorized by the Bank of Thailand to engage in the purchase, exchange and withdrawal of foreign currency.

BOARD OF DIRECTORS
OF
MARRIOTT INTERNATIONAL, INC.

NO: BOARD 2017 - 24

DATE: May 5, 2017

Approval of Amendment to the
Starwood Hotels & Resorts Worldwide 2013 Long-Term Incentive Compensation Plan

WHEREAS, a subsidiary of Marriott International, Inc. (the "Company"), Starwood Hotels & Resorts Worldwide, LLC, maintains the Starwood Hotels & Resorts Worldwide 2013 Long-Term Incentive Compensation Plan, as amended (the "Plan");

WHEREAS, pursuant to Article 15.1 of the Plan, the Company's Board of Directors (the "Board") may amend the Plan at any time;

WHEREAS, the Compensation Policy Committee (the "Committee") of the Board has recommended that the Board approve an amendment to the Plan, effective for grants made on and after February 21, 2017, (i) to provide for accelerated vesting and distribution of Restricted Stock Unit awards in the event a Participant incurs a Disability (as such terms are defined in the Plan) and (ii) to amend the definition of "Disability" under the Plan; and

WHEREAS, the Board has reviewed the Committee's recommendation and believes it is reasonable and appropriate.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves and adopts the amendment to the Plan substantially in the form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the Chairman, Chief Executive Officer, and any Vice President of the Company, or their designees, are authorized in the name of, and on behalf of, the Company to take any and all such actions and to expend such funds as shall be necessary or appropriate, in their judgment, to carry out the intent and purposes of these Resolutions.

By the Board of Directors

Bancroft S. Gordon
Corporate Secretary

EXHIBIT A

AMENDMENT TO THE
STARWOOD HOTELS & RESORTS WORLDWIDE 2013 LONG-TERM INCENTIVE COMPENSATION PLAN

THIS AMENDMENT to the Starwood Hotels & Resorts Worldwide 2013 Long-Term Incentive Compensation Plan, as amended (the "Plan"), is made this 5th day of May, 2017, as follows:

1. Effective for all Awards granted on and after February 21, 2017, Article 2.13 is hereby amended to read as follows (new language underlined and deleted language struck):

2.13 "Disability" means the Participant is either:

(a) unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months; or

(b) by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of the Company. ~~with respect to any Incentive Stock Option, a disability as determined under Code section 22(e)(3), and with respect to any other Award, (i) with respect to a Participant who is eligible to participate in the Employer's program on long-term disability insurance, if any, a condition with respect to which the Participant is entitled to commence benefits under such program, and (ii) with respect to any Participant (including a Participant who is eligible to participate in the Employer's program of long-term disability insurance, if any), a disability as determined under procedures established by the Committee or in any Agreement.~~

Notwithstanding the preceding provisions of this Section 2.13 or anything in any Agreement to the contrary, to the extent any provision of this Plan or an Agreement would cause a payment of a 409A Award to be made because of the Participant's Disability, then there shall not be a Disability that triggers payment until the date (if any) that the Participant is disabled within the meaning of Code section 409A(a)(2)(C). Any payment that would have been made except for the application of the preceding sentence shall be made in accordance with the payment schedule that would have applied in the absence of a Disability (and other Participant rights that are tied to Disability, such as vesting, shall not be affected by the prior sentence).

The Committee shall have full and final authority, which shall be exercised in its discretion, to determine (i) conclusively whether a Participant has incurred a Disability pursuant to the above definition, including the medical evidence required to establish such Disability (e.g., a form to be completed by the Participant's physician), (ii) the date of the occurrence of such Disability and (iii) any incidental matters relating the foregoing; provided that any exercise of authority in conjunction with a determination of whether the Participant is disabled within the meaning of Code section 409A(a)(2)(C) shall be consistent with such Code section. To assist in its determination, the Committee shall have the right to require the Participant be examined by one or more individuals, who are qualified to give professional medical advice, selected by or satisfactory to the Committee.

For the avoidance of doubt, Awards granted prior to February 21, 2017 shall be governed by the definition of Disability set forth in this Section 2.13 as was in effect prior to its amendment on May 5, 2017.

2. Effective for Restricted Stock Unit awards granted on and after February 21, 2017 (and notwithstanding the terms of the applicable Agreement (as defined in the Plan)), new subsections (c) and (d) are hereby added to Section 7.2 of the Plan to read as follows:

(c) *Disability.* In the event the Participant's employment is terminated prior to the relevant vesting date on account of death or the Participant incurs a Disability prior to the relevant vesting date, and if the Participant had otherwise met the Conditions of Transfer set forth in the applicable Agreement from the grant date through the date of such death or Disability, then the Participant's unvested Restricted Stock Units shall immediately vest in full upon death or Disability (as the case may be) and the distribution of the Restricted Stock Units will occur as soon as administratively practicable thereafter. For the avoidance of doubt, Disability shall mean "Disability" as defined in Section 2.13 of the Plan, notwithstanding any other definition set forth in the applicable Agreement.

(d) *Retirement.* In the event the Participant's employment is terminated prior to the relevant vesting date on account of the Participant's Retirement (as defined below), and if the Participant had otherwise met the Conditions of Transfer set forth in the applicable Agreement from the grant date through the date of such Retirement, and provided that the Participant continues to meet such Conditions of Transfer (other than the continuous employment requirement), then the Participant's rights hereunder with respect to any outstanding, unvested Restricted Stock Units shall continue in the same manner as if the Participant continued to meet the continuous employment requirement through the vesting dates related to the Award, except not for that portion of the Restricted Stock Units granted less than one (1) year prior to the Participant's termination equal to such number of shares multiplied by the ratio of (I) the number of days after the termination date and before the first (1st) anniversary of the grant date, over (II) the number of days on and after the grant date and before the first (1st) anniversary of the grant date. For purposes of this Section 7.2(d), "Retirement" shall mean termination of employment by retiring with special approval of the Committee following age fifty-five (55) with ten (10) Years of Service.

Exhibit 12

MARRIOTT INTERNATIONAL, INC.
COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES

($ in millions, except ratio)	Fiscal Year 2017	2016	2015	2014	2013
Income from continuing operations before income taxes	$ 2,836	$ 1,184	$ 1,255	$ 1,088	$ 897
(Income) loss related to equity method investees	(39)	(10)	(16)	(6)	5
	2,797	1,174	1,239	1,082	902
Add/(deduct):					
Fixed charges	363	292	228	202	212
Interest capitalized	(1)	(1)	(9)	(33)	(32)
Distributed income of equity method investees	32	29	5	6	8
Earnings attributable to Marriott available for fixed charges	$ 3,191	$ 1,494	$ 1,463	$ 1,257	$ 1,090
Fixed charges:					
Interest expensed and capitalized [1]	$ 289	$ 235	$ 176	$ 148	$ 152
Estimate of interest within rent expense	74	57	52	54	60
Total fixed charges	$ 363	$ 292	$ 228	$ 202	$ 212
Ratio of earnings attributable to fixed charges	8.8	5.1	6.4	6.2	5.1

[1] "Interest expensed and capitalized" includes amortized premiums, discounts, and capitalized expenses related to indebtedness.

Marriott International, Inc.

Subsidiaries of the Registrant

Entity Name	Jurisdiction of Incorporation
1367357 Alberta ULC	Canada
14 East Fifty-Fifth Air Parcel, LLC	Delaware
14 East Fifty-Fifth Street New York LLC	Delaware
1567 Broadway Condominium	New York
1640054 Alberta ULC	Canada
225 Liquor Licensee LLC	New Jersey
315 East Dean Street Aspen LLC	Delaware
333 International, Inc.	Delaware
3387 Lenox road LLC	Delaware
520 Canal Street LP	Louisiana
6106 East Camelback LLC	Delaware
697 Fifth Avenue New York LLC	Delaware
909 North Michigan Avenue Corporation	Delaware
9701 Collins Avenue, LLC	Delaware
Aberdeen Hotel Limited	Jersey, Channel Isla
AC Management Company of USA, Inc.	Delaware
ACHM Gerenciamento Internacional de Hoteis do Brasil Ltda.	Brazil
ACHM Global Hospitality Licensing S.àr.l.	Luxembourg
ACHM International Management Company (French Branch)	France
ACHM International Management Company S.a.r.l. (Panama Branch)	Panama
ACHM International Management Company S.àr.l.	Luxembourg
ACHM Spain Management S.L.	Spain
Adamar International Lodging, Ltd.	Bermuda
Administracion de Empresas Starwood S de RL de C.V.	Mexico
Aeropuerto Shareholder, Inc.	Delaware
Aloft Hotel Management, Inc.	Delaware
Aloft International Hotel Management, Inc.	Delaware
Alpha Steam Acquisition, LLC	Delaware
Alphaventure Music Publishing Corp.	New York
Alstar Operating LLC	New York
Alstar Realty LLC	New York
AP Arabella (Pty) Ltd	South Africa
AP Mount Grace (Pty) Limited	South Africa
Atlanta Acquisition LLC	Delaware
Atlanta TPP LLC	Delaware
Bal Harbour Hotel LLC	Delaware
Baltic Investment Company, LLC	New Jersey
Baltimore Marriott Inner Harbor, L.L.C.	Delaware
Barton Limited	Fiji
BCN Hotel Management Company, S.L.	Spain
Berlin Marriott Hotelmanagement GmbH	Germany
Betaventure Music Publishing Corp.	New York
Blue Marble Co., Inc.	Delaware

Entity Name	Jurisdiction of Incorporation
Boston Convention Assoc. LLC	Delaware
Bulgari Hotels and Resorts Milano, S.r.l.	Italy
Caledonia Development & Management N.V.	Aruba
Caledonia Properties N.V.	Aruba
Camelback Country Club, Inc. (d/b/a Camelback Golf Club)	Arizona
Camelback Properties Inn, Inc.	Delaware
Canal Street Holdings, Inc.	Delaware
Capitol Employment Services, LLC	Delaware
Carpstar/Jordan Devlpmnt LLC	Delaware
CBM Annex, Inc.	Delaware
Centerline Georgia Investor LLC	Delaware
Charleston Marriott, LLC	Delaware
Chesham Hotels	Liechtenstein
Cheshunt Hotel Operating Company Limited (joint venture)	United Kingdom
Chicago Hotel Services, LLC	Delaware
CIGA Gestioni SRL	Italy
CIGA Hotels GmbH	Austria
CIGA Immobillare B.V.	Netherlands
CIGA International Management B.V.	Netherlands
CIGA SRL	Italy
Cigahotels Espana SL	Spain
City Center Annex Tenant Corporation	Delaware
Cologne MH Operating Company GmbH	Germany
Columbia Courtyard, Inc.	Maryland
Companhia Palmares Hoteis E. Turismo S.A.	Brazil
Corporate General, Inc.	Delaware
Courtyard Management Corporation	Delaware
CS&M associates	Louisiana
CTYD III Corporation	Delaware
Culinary Concepts (Abu Dhabi) LLC	Delaware
Culinary Concepts (Atlanta Buckhead) LLC	Delaware
Culinary Concepts (Atlanta Midtown) LLC	Delaware
Culinary Concepts (Bal Harbour) LLC	Delaware
Culinary Concepts (BB Puerto Rico) LLC	Delaware
Culinary Concepts (Boston) LLC	Delaware
Culinary Concepts (Cairo) LLC	Delaware
Culinary Concepts (Doha) LLC	Delaware
Culinary Concepts (Dubai) LLC	Delaware
Culinary Concepts (Leicester Square) Ltd.	United Kingdom
Culinary Concepts (Mexico City) LLC	Delaware
Culinary Concepts (Park City) LLC	Delaware
Culinary Concepts (Phoenician) LLC	Delaware
Culinary Concepts (Princeville) LLC	Delaware
Culinary Concepts (Vancouver) LLC	Delaware
Culinary Concepts (Washington) LLC	Delaware

Entity Name	Jurisdiction of Incorporation
Culinary Concepts Hospitality Group, LLC	New York
Culinary Concepts Torre Libertad, S. de R.L. de C.V.	Mexico
CWT Savannah Club, LLC	Delaware
CWT Savannah Holdings, LLC	Delaware
CWT Savannah Hotel, LLC	Delaware
CY Paris Gare de Lyon Bercy SAS	France
Delta Hotels Services Limited	Canada
Design Hotels AG	Germany
Design Hotels Ltd	United Kingdom
Destination Services of Scottsdale LLC	Delaware
Detroit CY, LLC.	Delaware
Detroit Hotel Services, LLC	Delaware
Detroit MHS, LLC	Delaware
Detroit Starwood, LLC	Delaware
Dominican Hotels (B.V.I.) Ltd.	Virgin Islands - BR
Dubbo Limited	Fiji
Edison Hotel Associates LP	New Jersey
Edison TPP LLC	Delaware
EDITION Management LLC	Delaware
Elan Hotel Beverage Corporation	Texas
Empresa de Servicios Reforma 325, S. de R.L. de C.V.	Mexico
Emstar Operating LLC	New York
Emstar Realty LLC	New York
ENA Hotel Holding Company Pvt Ltd	Maldives
Essex House Condominium Corporation	Delaware
F. L. Insurance Corporation	Hawaii
Fairfield FMC, LLC	Delaware
Farleigh Limited	Fiji
Fifth Avenue Hotel Suites, LLC	Delaware
Fiji Cayman Holdings	Cayman Islands
FOH Holdco, LLC	Delaware
Franchise and License (Canadian) Ops Limited Partnership	Canada
Franchise System Holdings, Inc.	Delaware
Frankfurt Marriott Hotelmanagement GmbH	Germany
Frankfurt RH Operating Company GmbH	Germany
French Quarter TPP LLC	Delaware
Galaxy Hotel Systems LLC	Delaware
Gambits, A Nonprofit Corporation (Incorporated Club)	Utah
Gateway Beverages, Inc.	Texas
Geyex International NV	Curacao
GH Hotel Operating Company Limited	United Kingdom
Global Connextions LLC	Delaware
Global Hospitality Licensing S.A.R.L	Luxembourg
Global Hospitality Licensing S.àr.l. (Tax Registration)	Macau
Granton International, Ltd.	Virgin Islands - BR

Entity Name	Jurisdiction of Incorporation
Graz Marriott Hotelmanagement GmbH	Austria
Guangzhou Gingerroot Information Technology Co.. Ltd	China
Guangzhou Starwood Customer Contact Centre Co., Ltd.	China
Hamburg Marriott Hotelmanagement GmbH	Germany
Headquarters Hotel Management, LLC	New Jersey
Heidelberg Marriott Hotelmanagement GmbH	Germany
Horton Plaza TPP LLC	Delaware
Hospitality International, Inc.	Texas
Host Restaurants, Inc.	Delaware
Hot Finance Luxembourg SARL	Luxembourg
HOT Finance Luxembourg, LLC	Delaware
HOT Global Holdings SCS	Luxembourg
HOT International Finance SARL	Luxembourg
HOT International Holding S.A.R.L., Luxembourg, Zurich Branch	Switzerland
HOT International Holding SARL	Luxembourg
HOT Luxembourg Holding SARL	Luxembourg
HOT Ventures LLC	Delaware
Hotel Gym Ventures, LLC	Delaware
Hotel Investors of Michigan, Inc.	Michigan
Hotel Investors of Nebraska, Inc.	Nebraska
Hoteles Sheraton de Argentina SAC	Argentina
Hoteles Sheraton del Peru SA	Peru
Hoteles Sheraton, S. de R.L. de C.V.	Mexico
Houston Galleria TPP LLC	Delaware
Houston Oaks TPP LLC	Delaware
Hudson Sheraton Corporation LLC	Delaware
Hunt Valley Courtyard, Inc.	Delaware
IDF Enterprises LLC	Delaware
International Hotel Licensing Company S.à r.l. Luxembourg, Zurich Branch	Switzerland
International Hotel Licensing Company S.àr.l.	Luxembourg
International Luxury Hotels (Singapore) Pte. Limited	Singapore
Inversiones ECA, S.A. de C.V.	Mexico
JG's Vancouver Market, Inc.	Canada
Kansas Hospitality Services, Inc.	Kansas
KB Hotel Operator Inc.	Hawaii
KW Beach Suites Limited Partnership	Florida
LAX Properties, LLC	Delaware
Le Centre Sheraton Limited Partnership	Canada
Leipzig Marriott Hotelmanagement GmbH	Germany
LF, South Beach, LLC	Delaware
LHI Rwanda Ltd	Rwanda
LHI(Myanmar) Co., Ltd	Myanmar
Limited Liability Company "CYBM Voznesenkiy Hotel Leasing"	Russia
Limited Liability Company "Renaissance Samara Hotel Leasing"	Russia
Limited Liability Company "Renaissance St. Petersburg Hotel Leasing"	Russia

Entity Name	**Jurisdiction of Incorporation**
Limited Liability Company "St. Petersburg CY Hotel Leasing"	Russia
Limited Liability Company MHR Nizhny Novgorod Hotel Management	Russia
LM IPCO (Italy) LLC	Delaware
Lottco I, LLC	Delaware
Lottco II, LLC	Delaware
Lux International Hotels N.V.	Curacao
Luxury Canada ULC	Canada
Luxury China Hotels Limited	Hong Kong
Luxury China Hotels Limited (China Registration)	China
Luxury Finance, LLC	Delaware
Luxury Holding of Luxembourg S.àr.l.	Luxembourg
Luxury Hotel Leasing South Africa (Pty) Ltd (f/k/a PH Hunters Rest (Pty) Ltd)	South Africa
Luxury Hotel Management of Bolivia	Bolivia
Luxury Hotel Management of Czech Republic s.r.o.	Czech Republic
Luxury Hotels & Resorts (Thailand) Limited	Thailand
Luxury Hotels (Barbados) Limited	Barbados
Luxury Hotels (China) International Management of Hong Kong Limited	Hong Kong
Luxury Hotels (China) International Management of Hong Kong Limited (China Registration)	China
Luxury Hotels Cape Town (Pty) Ltd	South Africa
Luxury Hotels Design & Construction Hong Kong Limited	Hong Kong
Luxury Hotels International (Gabon) SARL	Gabon
Luxury Hotels International Company of Jamaica Limited	Jamaica
Luxury Hotels International Design & Construction Services, Inc.	Delaware
Luxury Hotels International Lodging Ltd.	Bermuda
Luxury Hotels International Lodging Ltd. (Cayman Islands Branch)	Cayman Islands
Luxury Hotels International Managemenmt Company B.V. (Voronezh, Russia Branch)	Russia
Luxury Hotels International Management (Oman) LLC	Oman
Luxury Hotels International Management Austria GmbH	Austria
Luxury Hotels International Management Belgium SPRL	Belgium
Luxury Hotels International Management Company B.V.	Netherlands
Luxury Hotels International Management Company B.V. (Azerbaijan Branch)	Azerbaijan
Luxury Hotels International Management Company B.V. (Egypt Branch)	Egypt
Luxury Hotels International Management Company B.V. (El Salvador Branch)	El Salvador
Luxury Hotels International Management Company B.V. (Libya Branch)	Libya
Luxury Hotels International Management Company B.V. (Malaysia Branch)	Malaysia
Luxury Hotels International Management Company B.V. (Novosibirsk, Russian branch)	Russia
Luxury Hotels International Management Company B.V. (Portuguese Branch)	Portugal
Luxury Hotels International Management Company B.V. (Russian Branch)	Russia
Luxury Hotels International Management Italy Srl.	Italy
Luxury Hotels International Management Mexico, S.A. de C.V.	Mexico
Luxury Hotels International Management of Aruba N.V.	Aruba
Luxury Hotels International Management of Saudi Arabia Limited	Saudi Arabia
Luxury Hotels International Management S.A.S.	Colombia
Luxury Hotels International Management St. Kitts Limited	Saint Kitts and Nevis
Luxury Hotels International Management Switzerland GmbH	Switzerland

Entity Name	Jurisdiction of Incorporation
Luxury Hotels International of Canada, ULC	Canada
Luxury Hotels International of France SAS	France
Luxury Hotels International of Hong Kong Limited	Hong Kong
Luxury Hotels International of Hong Kong Limited (China Registration)	China
Luxury Hotels international of Hong Kong Limited (Macao Branch):	Macau
Luxury Hotels international of Hong Kong Limited (Tax Registration)	Macau
Luxury Hotels International of Japan, Inc.	Japan
Luxury Hotels International of Puerto Rico, Inc.	Puerto Rico
Luxury Hotels International of Spain S.L.U.	Spain
Luxury Hotels International OR Tambo (Pty) Ltd	South Africa
Luxury Hotels International Sales of Israel Ltd.	Israel
Luxury Hotels International Saudi Arabia Limited	Saudi Arabia
Luxury Hotels International South Africa (Pty) Ltd	South Africa
Luxury Hotels Intnerational Management (Bonaire) B.V.	Bonaire
Luxury Hotels Intnerational Management of Guatemala, S.A.	Guatemala
Luxury Hotels Irish Holding Company Limited	Ireland
Luxury Hotels Management (BVI) Limited	Virgin Islands - BR
Luxury Hotels Management (BVI) Limited (Guyana Branch)	Guyana
Luxury Hotels Management (BVI) Limited (Haiti Branch)	Haiti
Luxury Hotels Management (BVI) Limited Ogranak Beograd	Serbia, Republic of
Luxury Hotels Management (Ghana) Limited	Ghana
Luxury Hotels Management MEA Limited	United Arab Emirates
Luxury Hotels of Costa Rica Management, S.R.L.	Costa Rica
Luxury Hotels of Turks & Caicos Ltd	Turks and Caicos Isl
Luxury Hotels Poland sp. z o.o.	Poland
Luxury Hotels Uluslararasi Otel Isletmeciligi Limited Sirketi	Turkey
Luxury International Holdings of Canada, ULC	Canada
Luxury International Management Nigeria Limited	Nigeria
Luxury Lodging (Cambodia) Co.,Ltd	Cambodia
LUXURY MANAGEMENT COMPANY MACEDONIA DOOEL Skopje	Macedonia
Luxury Reservations Limited	Ireland
Luxury Singapore Holding Company Pte. Ltd	Singapore
Luxury Swiss Management Company GmbH	Switzerland
Luxury Swiss Management Company GmbH (Morocco Branch)	Morocco
Luxury Swiss Management Company GmbH, Ethiopia International Contracting Office	Ethiopia
Luxury Switzerland Holding Company GmbH	Switzerland
LuxuryHotels International of Ecuador Cia. Ltda.	Ecuador
M.H.S. Realty Sales, LLC	Delaware
Malta Regional Hospitality Licensing Limited	Malta
Manhattan Sheraton Corporation	New York
Mar Hoteis de Sao Paulo Ltda.	Brazil
Marquis Insurance Corporation	Hawaii
Marriott (Schweiz) GmbH	Switzerland
Marriott Acquisition 2002 Subsidiary, LLC	Delaware
Marriott Acquisition 2002, LLC	Delaware

Entity Name	Jurisdiction of Incorporation
Marriott Argentina Licensing Company S.A.	Argentina
Marriott Cayman Islands Licensing Company I, Ltd.	Cayman Islands
Marriott Cayman Islands Licensing Company II, Ltd.	Cayman Islands
Marriott Cayman Islands Licensing Company III, Ltd.	Cayman Islands
Marriott Cayman Islands Licensing Company IV, Ltd.	Cayman Islands
Marriott Cayman Islands Licensing Company VI, Ltd.	Cayman Islands
Marriott Cayman Islands Licensing Company VIII, Ltd.	Cayman Islands
Marriott Cayman Islands Licensing Company X, Ltd.	Cayman Islands
Marriott Chile Licensing Company Limitada	Chile
Marriott Chile S.A.	Chile
Marriott Claims Services Corporation	Texas
Marriott Crystal City Manager, LLC	Delaware
Marriott Curacao N.V.	Curacao
Marriott De Honduras, Sociedad de Responsabilidad Limitada	Honduras
Marriott Ecuador Licensing Company MLC S.A.	Ecuador
Marriott European Holdings Limited (joint venture)	Jersey, Channel Isla
Marriott European Hotel Operating Company Limited	United Kingdom
Marriott Fifth Avenue, LLC	Delaware
Marriott France Group Companies SAS	France
Marriott Hotel Holding GmbH	Germany
Marriott Hotel Maldives Private Limited	Maldives
Marriott Hotel Management Company (Virgin Islands), Inc.	Virgin Islands - US
Marriott Hotel Services Berlin GmbH	Germany
Marriott Hotel Services, Inc.	Delaware
Marriott Hotelmanagement Cologne GmbH	Germany
Marriott Hotelmanagement GmbH	Germany
Marriott Hotels and Catering (Holdings) Limited	United Kingdom
Marriott Hotels Denmark A/S	Denmark
Marriott Hotels Hellas, S.A.	Greece
Marriott Hotels India Private Limited	India
Marriott Hotels International B.V.	Netherlands
Marriott Hotels International B.V. (Armenia Branch)	Armenia
Marriott Hotels International B.V. (Caracas, Venezuela Branch)	Venezuela
Marriott Hotels International B.V. (China Registration)	China
Marriott Hotels International B.V. (Dominican Republic Branch)	Dominican Republic
Marriott Hotels International B.V. (Egypt Branch)	Egypt
Marriott Hotels International B.V. (Jordan Branch)	Jordan
Marriott Hotels International B.V. (Portugal Branch)	Portugal
Marriott Hotels International B.V. (Seoul MEA Branch)	South Korea
Marriott Hotels International B.V. (Seoul, South Korea Branch)	South Korea
Marriott Hotels International Limited	United Kingdom
Marriott Hotels International Limited (Belgium Branch)	Belgium
Marriott Hotels International Limited (French Branch - Liasion Office)	France
Marriott Hotels International Limited (Representative Office)	Spain
Marriott Hotels Limited	United Kingdom

Entity Name	Jurisdiction of Incorporation
Marriott Hotels Management France SAS	France
Marriott Hotels of Amsterdam, B.V.	Netherlands
Marriott Hotels, S.A. de C.V.	Mexico
Marriott Hurghada Management, Inc.	Delaware
Marriott Hurghada Management, Inc. (Egypt Branch)	Egypt
Marriott International Administrative Services, Inc.	Delaware
Marriott International Capital Corporation	Delaware
Marriott International Construction Services, Inc.	Delaware
Marriott International Design & Construction Services, Inc.	Delaware
Marriott International Design & Construction Services, Inc. (UK Establishment)	United Kingdom
Marriott International Finance Company B.V.	Netherlands
Marriott International Holding Company B.V., Bertrange, Zurich Branch	Switzerland
Marriott International Holding Company S.àr.l.	Luxembourg
Marriott International Hotels, Inc.	Maryland
Marriott International Hotels, Inc. (Argentina Branch)	Argentina
Marriott International Hotels, Inc. (Ecuador Branch)	Ecuador
Marriott International Hotels, Inc. (Lebanon Branch)	Lebanon
Marriott International Hotels, Inc. (Malaysia Branch)	Malaysia
Marriott International Hotels, Inc. (Philippine Branch)	Philippines
Marriott International Hotels, Inc. Maryland USA Sucursala Bucuresti Romania (Romanian Branch)	Romania
Marriott International JBS Corporation	Delaware
Marriott International Licensing Company B.V.	Netherlands
Marriott International Lodging N.V.	Curacao
Marriott International Management Company B.V.	Netherlands
Marriott International Management Company B.V. (Australian Branch)	Australia
Marriott International Management Company B.V. (Seoul Branch)	South Korea
Marriott International Management Company B.V., Dongdaemoon Branch	South Korea
Marriott International Management Company B.V., Namdaemun Branch	South Korea
Marriott International Management Company B.V., Seongnam Branch	South Korea
Marriott International Management Company BV (China Registration)	China
Marriott International Resorts, L. P.	Delaware
Marriott International Services, Ltd. (Panama Branch)	Panama
Marriott International, Inc.	Delaware
Marriott Inversiones y Servicios Limitada	Chile
Marriott Jamaica Licensing Company Limited	Jamaica
Marriott Magenta Holding Company, Inc.	Delaware
Marriott Market Street Hotel, Inc.	Delaware
Marriott Mexico City Partnership G.P.	Delaware
Marriott Mirage City Management, Inc.	Delaware
Marriott Novy Arbat Hotel Leasing	Russia
Marriott Oak Brook Hills Services, LLC	Delaware
Marriott P.R. Management Corporation	Delaware
Marriott Payroll Services, LLC	Delaware
Marriott Peru Licensing Company SAC	Peru
Marriott Peru S.A.C.	Peru

Entity Name	Jurisdiction of Incorporation
Marriott Properties (International) Limited	Hong Kong
Marriott Ranch Properties, Inc.	Delaware
Marriott Rewards Subsidiary, Inc.	Delaware
Marriott Rewards, Inc.	Delaware
Marriott Rewards, LLC	Arizona
Marriott RHG Acquisition B.V., Bertrange, Zurich Branch	Switzerland
Marriott RHG Acquisition S.àr.l.	Luxembourg
Marriott RHG Acquisition SARL	Netherlands
Marriott Senior Holding Co.	Delaware
Marriott Sharm El Sheikh Management (Egypt Branch) - Name Change Pending	Egypt
Marriott Sharm El Sheikh Management, Inc.	Delaware
Marriott Switzerland Licensing Company GmbH	Switzerland
Marriott Switzerland Licensing Company II S.ar.l	Switzerland
Marriott Switzerland Licensing Company S.ar.l (St. Kitts & Nevis branch)	Saint Kitts and Nevis
Marriott Trinidad & Tobago Limited	Trinidad and Tobago
Marriott Two Flags Member LLC	Delaware
Marriott Two Flags, LP	Delaware
Marriott U.S. Virgin Islands Licensinc Company LLC	Virgin Islands - US
Marriott UK Group Company Limited	United Kingdom
Marriott UK Management Company Limited	United Kingdom
Marriott Worldwide Corporation	Maryland
Marriott Worldwide Corporation (Jordan Branch)	Jordan
Marriott Worldwide Payroll, LLC	Delaware
Marriott Worldwide Reservation Services, LLC	Delaware
Marriott's Greenbelt Hotel Services, Inc.	Delaware
Mars Merger Sub, Inc.	Maryland
Mars Merger Sub, LLC	Delaware
MC Lodging Investment Opportunities, Inc.	Delaware
Meridien India I LLC	Delaware
Meridien India II LLC	Delaware
Meridien SAS	France
Meridien SAS - Egypt Branch	Egypt
MHS Guam, Inc.	Delaware
MHSFR II, LLC	Delaware
MHSFR, LLC	Delaware
MHSI Conference Centers of Texas, Inc.	Texas
MHSI Hawaii, LLC	Delaware
MI CBM Investor LLC	Delaware
MI Finance Company	Delaware
MI Fulfillment Services, LLC	Maryland
MI Georgia Credits, LLC	Delaware
MI Holding, L. P.	Delaware
MI Hotels of Las Vegas, Inc.	Nevada
MI Member, LLC	Delaware
MI NY Clock Tower, LLC	Delaware

Entity Name	Jurisdiction of Incorporation
MI Procurement Holdings, LLC	Delaware
MI Tenant LLC	Delaware
MI TH4 INVESTOR, LLC	Delaware
MICC (California), LLC	Delaware
MICC SPE I Corp.	Delaware
Midnight Lakeshore, LLC	Delaware
Midnight Mexico, LLC	Delaware
Midnight Midland LLC	Delaware
Midnight Oil Company, LLC	Delaware
Midnight Sky, L.L.C.	Delaware
Midnight Square, LLC	Delaware
Midnight Star, L.L.C.	Delaware
MIF, L.L.C.	Delaware
MII Conference Center, Inc.	Maryland
Minneapolis TPP LLC	Delaware
Mission Hills Timeshare LLC	Delaware
MRC I Funding, LLC	Delaware
MTS Holdco, L.P.	Delaware
Munich CY Schwanthaler Operating Company GmbH	Germany
Nashua TPP LLC	Delaware
New Orleans TPP LLC	Delaware
North Dallas Holding Co.	Delaware
North Dallas Hotel Company	Delaware
North Wharf Restaurant (Pty) Ltd	South Africa
Operadora Marriott, S.A. de C.V.	Mexico
Osaka St. Regis Co. Ltd.	Japan
P.T. Indo Pacific Sheraton	Indonesia
P.T. Luxury Hotels International Indonesia	Indonesia
P.T. Marriott International Indonesia	Indonesia
P.T. Ritz-Carlton Indonesia	Indonesia
Park Ridge Hotel Associates L.P.	Delaware
Park Ridge TPP LLC	Delaware
Permanent Establishment of Luxury Hotels International Management Company B.V.	Ukraine
PH Edward (Pty) Ltd	South Africa
PH F and I Cape Town (Pty) Ltd	South Africa
PH Hazy View (Pty) Ltd	South Africa
PH Marine (Pty) Ltd	South Africa
PH Roodepoort (Pty) Ltd	South Africa
PH Victoria Junction (Pty) Ltd	South Africa
Philadelphia Airport TPP I LLC	Delaware
Philadelphia Airport TPP II LLC	Delaware
Plan One (Pty) Ltd	South Africa
Post Oak Westin Hotel Realty LLC	Delaware
Preferred Guest, Inc.	Delaware
Procurement International (Pty) Limited	South Africa

Entity Name	Jurisdiction of Incorporation
Protea Hotels (International) Limited	United Kingdom
Protea Hotels and Inns (Pty) Limited	South Africa
Protea Hotels Empowerment Consortium (Pty) Ltd	South Africa
Protea Hotels Empowerment Initiative (Pty) Ltd	South Africa
Protea Hotels International Mauritius (joint venture)	Mauritius
Protea Hotels International Nigeria Limited	Nigeria
Prudential HEI Joint Venture	Georgia
PT Starwood Meridien Indonesia	Indonesia
Punta Mita Holding Company, S. de R.L. de C.V.	Mexico
Radio Corporation of Cuba	Cuba
Ramasia International Limited	Virgin Islands - BR
Ramcap SAS	France
RC Hotel Holding Company Limited	Virgin Islands - BR
RC Hotel Holding Company Limited (Cayman Islands Branch)	Cayman Islands
RC Marriott II, Inc.	Delaware
RC Marriott III, Inc.	Delaware
RC Marriott, Inc.	Delaware
RC Paradise Valley Development, LLC	Delaware
RC Rose Holding Company Limited	Virgin Islands - BR
RC Rose Island Hotel Company Limited	Bahamas
RC-UK, Inc.	Delaware
REN Boston Hotel Management LLC	Delaware
REN Boston LP	Delaware
REN Boston Waterfront Hotel, LLC	Delaware
Renaissance Cleveland Hotel, LLC	Delaware
Renaissance Cleveland IOSA, LLC	Delaware
Renaissance do Brasil Hoteleria Ltda.	Brazil
Renaissance do Brasil Hoteleria Ltda. (Brazil Branch)	Brazil
Renaissance do Brasil Hoteleria Ltda. (Recife Branch)	Brazil
Renaissance do Brasil Hoteleria Ltda. (Sao Paulo Branch)	Brazil
Renaissance Dusseldorf Hotelmanagement GmbH	Germany
Renaissance Hamburg Hotelmanagement GmbH	Germany
Renaissance Hollywood Payroll Company, LLC	Delaware
Renaissance Hotel Holdings, Inc.	Delaware
Renaissance Hotel Management Company, LLC	Delaware
Renaissance Hotel Operating Company	Delaware
Renaissance Hotels International B.V.	Netherlands
Renaissance Hotels International B.V. (Kazakhstan Branch)	Kazakhstan
Renaissance Hotels International BV (China Registration)	China
Renaissance Hotels International Corporation Limited	Virgin Islands - BR
Renaissance Hotels International Corporation Limited (Malaysia Branch)	Malaysia
Renaissance Hotels International Corporation Limited (Philippine Branch)	Philippines
Renaissance Hotels International Management Belgium SPRL	Belgium
Renaissance Hotels Marketing Services Limited	Virgin Islands - BR
Renaissance International Lodging Ltd.	Bermuda

Entity Name	Jurisdiction of Incorporation
Renaissance International Lodging N.V.	Curacao
Renaissance International Management Company B.V.	Netherlands
Renaissance International Management Company BV (China Registration)	China
Renaissance International, Inc.	Delaware
Renaissance Le Parc SAS	France
Renaissance Oakbrook Hotel, LLC	Delaware
Renaissance Services B.V.	Netherlands
Renaissance Services B.V. (Bahrain Representative Office)	Bahrain
Renaissance Services B.V. (Dubai Branch)	United Arab Emirates
Renaissance Services B.V. (Malaysia Branch)	Malaysia
Renaissance Services B.V. (Representative Office in Egypt)	Egypt
Renaissance Services B.V. (South Korea Branch - Liaison Office)	South Korea
Renaissance Special Purposes B.V.	Netherlands
Renaissance St. Louis Grand, LLC	Delaware
Renaissance St. Louis Suites, LLC	Delaware
Residence Inn by Marriott, LLC	Delaware
RG Holdings LLC	Delaware
RHG Holding N.V.	Curacao
RHG Investments, LLC	Delaware
RHIL Limited	Hong Kong
RHOC Consolidation, LLC	Delaware
RI BWI Airport, L.L.C.	Delaware
Rio Hotel Brasil Empreendimentos Imobiliários Ltda.	Brazil
Ritz-Carlton (Virgin Islands), Inc.	Delaware
Rockville Hotel Associates LLC	Delaware
Roissy CYBM SAS	France
Roncvsorg Hotel Operating Company Limited	United Kingdom
Rylestone Ltd	Fiji
S Collection, Inc.	Delaware
Sabrina Operators, Inc.	Wisconsin
SAMHI JV Business Hotels Pvt. Ltd. - (a joint venture)	India
San Diego Sheraton LLC	Delaware
San Fernando Sheraton Corporation	Delaware
San Francisco TPP II LLC	Delaware
SAPHRPL Hong Kong Branch	Hong Kong
SAPHRPL India Branch	India
SAPHRPL Macau Branch	Macau
SAPHRPL Maldives Branch	Maldives
SC Orlando, L.L.C.	Delaware
Schaumberg/Oakbrook Marriott Hotels, LLC	Delaware
Scoops, Inc.	Kansas
Seattle Management Corporation	Delaware
Seattle Union St. Assoc. LLP	Washington
Senior Living Limited Partnership	Delaware
Servicios Culinary Concepts, S. de R.L. de C.V.	Mexico

Entity Name	Jurisdiction of Incorporation
Servicios Hoteleros Starwood Ltd (Chile)	Chile
Seville Acquisition, LLC	Delaware
SF Museum Tower LLC	Delaware
Shanghai Gingerroot Enterprise Management Co., Ltd	China
Shanghai Gingerroot Hotel Management Co., Ltd	China
Shanghai Gingerroot Hotel Management Co., Ltd., Beijing Branch	China
Shanghai Gingerroot Hotel Management Co., Ltd., Guangzhou Branch	China
Sheraton (Bermuda) Limited	Bermuda
Sheraton Asia-Pacific Corporation	Delaware
Sheraton Beijing LLC	Delaware
Sheraton Centre Toronto Limited Partnership	Canada
Sheraton Crescent LLC	Delaware
Sheraton de Venezuela CA	Venezuela
Sheraton Florida LLC	Delaware
Sheraton Forty-Five Park LLC	Delaware
Sheraton Franquicias E Servicios Hoteleros Ltda	Brazil
Sheraton Gaming (Peru) LLC	Delaware
Sheraton Gaming Corporation	Nevada
Sheraton Gateway Limited Partnership	Canada
Sheraton Hawaii Hotels Corporation	Hawaii
Sheraton Hotels (England) Ltd.	United Kingdom
Sheraton Hotels (UK) Plc	United Kingdom
Sheraton Intercontinental Ltd	Bahamas
Sheraton Intercontinental Ltd. - Israel Branch	Israel
Sheraton International (Hong Kong) Ltd	Hong Kong
Sheraton International de Mexico LLC	Delaware
Sheraton International GmbH	Austria
Sheraton International IP, LLC	Delaware
Sheraton International, LLC	Delaware
Sheraton IPCO (Italy) LLC	Delaware
Sheraton Key West LLC	Delaware
Sheraton License Company Russia, Inc.	Delaware
Sheraton License Operating Company, LLC	Delaware
Sheraton Management Co Ltd Bahamas	Bahamas
Sheraton Management GmbH	Germany
Sheraton Management LLC - UK Branch	United Kingdom
Sheraton Management LLC - UK Branch	United Kingdom
Sheraton Management, LLC	Delaware
Sheraton Miami LLC	Delaware
Sheraton Middle East Management LLC	Delaware
Sheraton New Jersey Corporation	New Jersey
Sheraton New York LLC	Delaware
Sheraton on the Park Pty. Ltd	Australia
Sheraton Operating Corporation	Delaware
Sheraton Overseas Company, Ltd	Bahamas

Entity Name	Jurisdiction of Incorporation
Sheraton Overseas Company, Ltd - Egypt Branch	Egypt
Sheraton Overseas Management Corporation	Delaware
Sheraton Overseas Technical Services LLC	Delaware
Sheraton Peachtree LLC	Delaware
Sheraton Philippines Corporation	Philippines
Sheraton Puerto Rico Management LLC	Delaware
Sheraton San Antonio Holdings LLC	Nevada
Sheraton SGC Sub Corporation	Delaware
Sheraton Suites LLC	Delaware
Sheraton Texas LLC	Delaware
Sheraton Vermont Corporation	Vermont
Sheraton West Houston Beverage, LLC	Texas
SII Real Estate Holdings, Inc.	Delaware
SJMEC, Inc.	California
SJMFB, LLC	California
SLC Acquisition LLC	Delaware
SLC Atlanta LLC	Delaware
SLC Indianapolis LLC	Delaware
SLC Management LLC	Delaware
SLC Mexico LLC	Delaware
SLC Operating Limited Partnership	Delaware
SLT Minneapolis LLC	Delaware
SLT New Orleans L.L.C.	Delaware
SLT Westwood Realty LLC	Delaware
Socho, S.A.	Argentina
Societe des Hotels Meridien SAS	France
SOMC Argentina Branch	Argentina
SOMC Morocco Branch	Morocco
SOMC Thailand Branch	Thailand
SOMC Tunis Branch	Tunisia
South Portland TPP LLC	Delaware
SPG Holding, Inc.	Arizona
Spice Market Holdings, Inc.	Delaware
Spice Market NY, LLC	New York
SPRINGHILL SMC, LLC	Delaware
Square 369 Hotel Associates, LLC	Delaware
SRH Chicago LLC	Illinois
St. Francis Hotel Corporation	Delaware
St. Regis New York Holdings LLC	Delaware
St. Regis New York Operating LLC	Delaware
St. Regis San Francisco Hotel LLC	Delaware
St. Regis Sheraton LLC	Delaware
Star Real Estate Licensing LLC	Delaware
Starwood (M) France Holdings SAS	France
Starwood (M) Hotels Holding Corporation	Delaware

Entity Name	Jurisdiction of Incorporation
Starwood (M) International Inc.	Delaware
Starwood (M) International Inc. Dubai Branch	Dubai, UAE
Starwood (M) International Inc.(Moscow Branch)	Russia
Starwood (M) Middle East I, LLC	Delaware
Starwood (M) Middle East II, LLC	Delaware
Starwood (M) Services Company, Inc.	Delaware
Starwood (Ukraine) Management Company, Inc.	Delaware
Starwood AFIO & Brussels GSO BVBA	Belgium
Starwood AFIO & Brussels GSO BVBA, Dubai Branch	Dubai, UAE
Starwood Alfonso XIII Hotel Company, S.L.U.	Spain
Starwood Asia Pacific Hotels & Resorts Pte Ltd	Singapore
Starwood Aspen Realty LLC	Delaware
Starwood Assoc Rlf Fund Inc	Delaware
Starwood Atlanta Colony Square Realty LLC	Delaware
Starwood Atlanta LLC	Delaware
Starwood Atlantic LLC	Delaware
Starwood Australia Hotels Pty Ltd	Australia
Starwood BPP Holdings LLC	Delaware
Starwood Canada ULC	Canada
Starwood Cayman Holdings	Cayman Islands
Starwood Centralised Services Pty Ltd	Australia
Starwood Checkmate Holdings LLC	Delaware
Starwood Chicago City Center Realty LLC	Delaware
Starwood Chicago Lakeshore Realty LLC	Delaware
Starwood Chicago Special Manager I, LLC	Delaware
Starwood Chicago Special Manager II, LLC	Delaware
Starwood Chicago Tremont Realty LLC	Delaware
Starwood Chile Holdings, S.A.	Chile
Starwood China Holdings PTE Ltd.	Singapore
Starwood CMBS I LLC	Delaware
Starwood CMBS II LLC	Delaware
Starwood Customer Contact Centre (AP) PTE Ltd.	Singapore
Starwood Development Consulting Services (AP) PTE Ltd.	Singapore
Starwood EAME Holdings SARL	Luxembourg
Starwood EAME License and Services Company BVBA	Belgium
Starwood EAME SARL	Luxembourg
Starwood EAME Services Company BVBA	Belgium
Starwood Edison GP Holdings LLC	Delaware
Starwood Edison LP Holdings LLC	Delaware
Starwood Egypt Management Company SAE	Egypt
Starwood ESPP Funding, Inc.	Delaware
Starwood Fiji LLC	Delaware
Starwood Finance Luxembourg SARL	Luxembourg
Starwood Finance Luxembourg SARL - U.S. Branch	Arizona
Starwood Flight Operations, Inc.	Pennsylvania

Entity Name	Jurisdiction of Incorporation
Starwood Hellas Hotels E.P.E.	Greece
Starwood Holdings (HK) Ltd	Hong Kong
Starwood Hong Kong Holdings	Cayman Islands
Starwood Hotel Management Company Greece S.A.	Greece
Starwood Hotels & Resorts (SEA) Sdn Bhd	Malaysia
Starwood Hotels & Resorts (Shanghai) Co, Ltd.	China
Starwood Hotels & Resorts (Shanghai) Co., Ltd. (Beijing Branch)	China
Starwood Hotels & Resorts (Shanghai) Co., Ltd. (Guangzhou branch)	China
Starwood Hotels & Resorts India Private Limited	India
Starwood Hotels & Resorts Management Company, LLC (f/k/a Starwood Hotels & Resorts Management Company, Inc.)	Delaware
Starwood Hotels & Resorts Worldwide, LLC	Maryland
Starwood Hotels (Thailand) Co. Ltd	Thailand
Starwood Hotels Japan Company	Japan
Starwood Hyannis Realty LLC	Delaware
Starwood India Private Limited	India
Starwood International Finance Ltd	Ireland
Starwood International Holding SARL	Luxembourg
Starwood International Licensing Co. SARL (US branch)	Arizona
Starwood International Licensing Company SARL	Luxembourg
Starwood Israel Hotel Management - Israel Branch	Israel
Starwood Israel Hotel Management Inc.	Delaware
Starwood Italia SRL	Italy
Starwood Japan Holdings Pte. Ltd.	Singapore
Starwood Lahaina LLC	Delaware
Starwood Latin America, Inc.	Delaware
Starwood Lexington Realty LLC	Delaware
Starwood Los Angeles Payroll Company, LLC	Delaware
Starwood Luxembourg Holding SARL	Luxembourg
Starwood Mexico LF, S. de R.L. de C.V. (f.k.a. Starwood Financing, LLC)	Mexico
Starwood Mexico Servicios Compartidos, S.A. de C.V.	Mexico
Starwood Mexico, LLC	Delaware
Starwood Nashua Realty LLC	Delaware
Starwood Nevada Holdings, LLC	Delaware
Starwood New Orleans French Quarter Realty LLC	Delaware
Starwood Newton Realty LLC	Delaware
Starwood Omaha Realty LLC	Delaware
Starwood Operator I LLC	Delaware
Starwood Operator II LLC	Delaware
Starwood Pacific Hotels Pty. Ltd	Australia
Starwood Park Ridge GP Holdings LLC	Delaware
Starwood Park Ridge LP Holdings LLC	Delaware
Starwood Philadelphia Airport Realty I LLC	Delaware
Starwood Philadelphia Airport Realty I LP	Delaware
Starwood Philadelphia Airport Realty II LLC	Delaware
Starwood Philadelphia Airport Realty II LP	Delaware

Entity Name	Jurisdiction of Incorporation
Starwood Portland City Center Realty LLC	Delaware
Starwood Portland Downtown Realty LLC	Delaware
Starwood Rancho Mirage Fee Owner, LLC	Delaware
Starwood Reservations (Canada) Co.	Canada
Starwood Reservations LLC	Delaware
Starwood Reservations LLC (Irish Branch)	Ireland
Starwood Resventure LLC	Delaware
Starwood San Francisco Aloft Realty LLC	Delaware
Starwood San Francisco Realty I LLC	Delaware
Starwood Seattle Sixth Avenue Realty LLC	Delaware
Starwood Seattle Town Center Realty LLC	Delaware
Starwood Services (UK) Ltd.	United Kingdom
Starwood Services Poland Sp Z.o.o	Poland
Starwood Sierra Suites License Company, LLC	Delaware
Starwood South Portland Realty LLC	Delaware
Starwood Taiwan Co Ltd	Taiwan
Starwood Tarrytown Special Manager I, LLC	Delaware
Starwood Tucson Realty LLC	Delaware
Starwood Turkey Otel Hizmetleri Limited Sirketi	Turkey
Starwood Wakefield Realty LLC	Delaware
Starwood Weststate LLC	Delaware
Starwood-Charlotte Management LLC	Delaware
Stuttgart Sindelfingen Hotel Management GmbH	Germany
Suites Management LLC	Delaware
SVO International Holdings Limited	Cayman Islands
SW Business Services, LLC	Arizona
The Dining Room Corporation	Georgia
The R.C. Management Company of Mexico, S.A. de C.V.	Mexico
The Ritz-Carlton Hotel Company	Germany
The Ritz-Carlton Hotel Company B.V.	Netherlands
The Ritz-Carlton Hotel Company B.V. (Russian Branch)	Russia
The Ritz-Carlton Hotel Company B.V. (Seoul, South Korea Branch)	South Korea
The Ritz-Carlton Hotel Company Ltd. - (Anguilla Branch)	Anguilla
The Ritz-Carlton Hotel Company N.V.	Curacao
The Ritz-Carlton Hotel Company of Canada Limited	Canada
The Ritz-Carlton Hotel Company of Chile S.A.	Chile
The Ritz-Carlton Hotel Company of Egypt S.A.E.	Egypt
The Ritz-Carlton Hotel Company of Mexico, S.A. de C.V.	Mexico
The Ritz-Carlton Hotel Company of Puerto Rico, Inc.	Delaware
The Ritz-Carlton Hotel Company of Singapore PTE LTD.	Singapore
The Ritz-Carlton Hotel Company of St. Lucia Limited	Saint Lucia
The Ritz-Carlton Hotel Company of the Cayman Islands, Ltd.	Cayman Islands
The Ritz-Carlton Hotel Company, L.L.C.	Delaware
The Ritz-Carlton Hotel Company, L.L.C. (Malaysian Branch)	Malaysia
The Ritz-Carlton Hotel Company, Ltd.	Bermuda

Entity Name	Jurisdiction of Incorporation
The Ritz-Carlton Hotel Company, Ltd. (Bahamas Branch)	Bahamas
The Ritz-Carlton Hotel Limited	United Kingdom
The Ritz-Carlton Hotel Management GmbH	Germany
The Ritz-Carlton International Construction Services, Inc.	Delaware
The Ritz-Carlton International Licensing Company B.V.	Netherlands
The Ritz-Carlton International Licensing Company, LLC	Delaware
The Ritz-Carlton International Management Company B.V.	Netherlands
The Ritz-Carlton International Management Company B.V. (China Registration)	China
The Ritz-Carlton Limited	Hong Kong
The Ritz-Carlton Limited (China Registration)	China
The Ritz-Carlton Property Management Company (Kyoto) Ltd.	Japan
The Ritz-Carlton Property Management Company (Tokyo), Ltd.	Japan
The Ritz-Carlton Residences Management Company LLC	Delaware
The Ritz-Carlton Residential Management Company of Singapore Pte, Limited	Singapore
The Sheraton LLC	Delaware
The Westin Building Company	Washington
Torriam Hotel Operating Company Limited	Ireland
Torriam International Lodging N.V.	Curacao
Toulouse Operating Company SAS	France
TownePlace Management, LLC	Delaware
Townhouse Management Realty LLC	Delaware
Transamerican Hoteles, S.A.	Dominican Republic
Tremont TPP LLC	Delaware
Tribute Portfolio IP, LLC	Delaware
Victory Beverages, Inc.	Texas
W Atlanta Buckhead Beverage LLC	Delaware
W Atlanta Midtown Beverage, LLC	Delaware
W Hotel Limited Partnership	Canada
W Hotel Management, Inc.	Delaware
W Hotels Management, LLC	Delaware
W Hotels Real Estate, LLC	Delaware
W Hotels TCI GP Ltd.	Turks and Caicos Isl
W Hotels Turks & Caicos LP	Turks and Caicos Isl
W International Hotel Management, Inc.	Delaware
W International Inc.	Delaware
W IPCO (Italy) LLC	Delaware
W Leicester Square Ltd.	United Kingdom
W Miami Beach Holdings LLC	Delaware
W Montreal Opco Inc.	Canada
W Operating Company LLC	Delaware
W PR Management LLC	Delaware
W San Diego Hotel, LLC	Delaware
W Scottsdale Beverage LLC	Delaware
W Turks & Caicos GP, LLC	Delaware
Washington Sheraton LLC	Delaware

Entity Name	Jurisdiction of Incorporation
Water Acquisition, LLC	Delaware
WEC 99C-1 LLC	Delaware
WEC 99C-10 LLC	Delaware
WEC 99C-11 LLC	Delaware
WEC 99C-12 LLC	Delaware
WEC 99C-13 LLC	Delaware
WEC 99C-14 LLC	Delaware
WEC 99C-2 LLC	Delaware
WEC 99C-3 LLC	Delaware
WEC 99C-4 LLC	Delaware
WEC 99C-5 LLC	Delaware
WEC 99C-6 LLC	Delaware
WEC 99C-7 LLC	Delaware
WEC 99C-8 LLC	Delaware
WEC 99C-9 LLC	Delaware
West Virginia Marriott Hotels, Inc.	West Virginia
Western Host, Inc.	California
Westin 200, Inc.	Delaware
Westin Arizona LLC	Delaware
Westin Aruba Hotel Advisors, LLC	Delaware
Westin Aruba Hotel Management LLC	Delaware
Westin Asia Management Co., LLC	Delaware
Westin Asia Management Co., LLC - Philippines Branch	Philippines
Westin Asset Management Co.	Delaware
Westin Bay Hotel Realty LLC	Delaware
Westin Beverage Services LLC	Texas
Westin Birmingham Operator, LLC	Delaware
Westin Chicago at North River Payroll Company	Delaware
Westin CP Beverage Company, Inc.	Delaware
Westin Crown Plaza Hotel Company	Delaware
Westin DIA Operator, LLC	Delaware
Westin Hotel Management, L.P.	Delaware
Westin Hotels Ireland Ltd.	Ireland
Westin Hotels Management, LLC	Delaware
Westin Hotels PRC, LLC	Delaware
Westin International (Malta) Ltd	Malta
Westin International Europe B.V.	Netherlands
Westin IPCO (Italy) LLC	Delaware
Westin Kierland, LLC	Delaware
Westin License Holding, LLC	Delaware
Westin Maui TPP, Inc.	Delaware
Westin Montreal Airport Hotel Company	Delaware
Westin New Orleans Hotel, LLC	Delaware
Westin O'Hare Hotel Company	Delaware
Westin Ontario (London) Hotel Company	Delaware

Entity Name	Jurisdiction of Incorporation
Westin Operator LLC	Delaware
Westin Ottawa Management Co., LLC	Delaware
Westin Portland L.L.C.	Delaware
Westin Realty Corp.	Delaware
Westin River North, Chicago Beverage Company	Delaware
Westin SA Resort Owner LLC	Delaware
Westin San Antonio Resort Company	Delaware
Westin Savannah Holdings, LLC	Delaware
Westin St. Lucia Mngmt LLC	Delaware
Westin Two Hundred L.L.C.	Delaware
Westin Wash. Operator L.L.C.	Delaware
Westwood TPP LLC	Delaware
Wetbar New York, LLC	Delaware
WHC Payroll Company	Nevada
Whiskey Blue Boston, LLC	Delaware
Whiskey Blue New Orleans, LLC	Delaware
WHLP Acquisition, LLC	Delaware
WHR Colorado Beverage Company	Delaware
WHR Ireland Holding Company Ltd.	Ireland
Witty Restaurant Group, Inc.	Delaware
Worldwide Franchise Systems, Inc.	Delaware

Exhibit 23

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

(1) Registration Statement (Form S-8 No. 333-216146) pertaining to the Marriott International, Inc. Employees' Profit Sharing, Retirement and Savings Plan and Trust;
(2) Registration Statement (Form S-8 No. 333-208684) pertaining to the 2013 Long-Term Incentive Compensation Plan, 2004 Long-Term Incentive Compensation Plan, 2002 Long-Term Incentive Compensation Plan, 1999 Long-Term Incentive Compensation Plan, 1995 Long-Term Incentive Plan, and Savings and Retirement Plan of Starwood Hotels and Resorts Worldwide, Inc.;
(3) Registration Statement (Form S-8 No. 333-209589) pertaining to the Marriott International, Inc. Employees' Profit Sharing, Retirement and Savings Plan and Trust;
(4) Registration Statement (Form S-8 No. 333-209587) pertaining to the Marriott International, Inc. Executive Deferred Compensation Plan;
(5) Registration Statement (Form S-8 No. 333-202173) pertaining to the Marriott International, Inc. Employees' Profit Sharing, Retirement and Savings Plan and Trust;
(6) Registration Statement (Form S-8 No. 333-36388) pertaining to the Marriott International, Inc. 1998 Comprehensive Stock and Cash Incentive Plan;
(7) Registration Statement (Form S-8 No. 333-58747) pertaining to the Marriott International, Inc. Employee Stock Purchase Plan;
(8) Registration Statement (Form S-8 No. 333-161194) pertaining to the Marriott International, Inc. Stock and Cash Incentive Plan, as amended and Marriott International, Inc. Executive Deferred Compensation Plan, as amended; and
(9) Registration Statement (Form S-3 ASR No. 333-202172) of Marriott International, Inc.

of our reports dated February 15, 2018, with respect to the consolidated financial statements of Marriott International, Inc., and the effectiveness of internal control over financial reporting of Marriott International, Inc., included in this Annual Report (Form 10-K) of Marriott International, Inc. for the year ended December 31, 2017.

/s/ Ernst & Young LLP

Tysons, Virginia
February 15, 2018

Exhibit 31.1

Certification of Chief Executive Officer
Pursuant to Rule 13a-14(a)

I, Arne M. Sorenson, certify that:

1. I have reviewed this annual report on Form 10-K of Marriott International, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting, which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

February 15, 2018

/s/ Arne M. Sorenson

Arne M. Sorenson
President and
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

Certification of Chief Financial Officer
Pursuant to Rule 13a-14(a)

I, Kathleen K. Oberg, certify that:

1. I have reviewed this annual report on Form 10-K of Marriott International, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting, which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

February 15, 2018

/s/ Kathleen K. Oberg

Kathleen K. Oberg
Executive Vice President and
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32

Certification
Pursuant to Rule 13a-14(b) and Section 906 of the Sarbanes-Oxley Act of 2002
(18 U.S.C. Sections 1350(a) and (b))

I, Arne M. Sorenson, President and Chief Executive Officer of Marriott International, Inc. (the "Company") certify that:

(1) the annual report on Form 10-K of the Company for the period ended December 31, 2017, (the "Annual Report") fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and

(2) the information contained in the Annual Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

February 15, 2018

/s/ Arne M. Sorenson

Arne M. Sorenson
President and
Chief Executive Officer
(Principal Executive Officer)

I, Kathleen K. Oberg, Executive Vice President and Chief Financial Officer of Marriott International, Inc. (the "Company") certify that:

(1) the annual report on Form 10-K of the Company for the period ended December 31, 2017, (the "Annual Report") fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and

(2) the information contained in the Annual Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

February 15, 2018

/s/ Kathleen K. Oberg

Kathleen K. Oberg
Executive Vice President and
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32

COUNTY OF NASSAU

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

1. Name of the Entity: Long Island Marriott

Address: 101 James Doolittle Blvd

City: Uniondale State: NY Zip Code: 11553

2. Entity's Vendor Identification Number: 52-105-2660

3. Type of Business: Public Corp (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):

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

10K uploaded

1 File(s) uploaded

No shareholders, members, or partners have been attached to this form.

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

None

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

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

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

none

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

none

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

none

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

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

Electronically signed and certified at the date and time indicated by:
Dena Kimmel [DENA.KIMMEL@MARRIOTT.COM]

Dated: 11/25/2019 02:43:32 PM

Title: Catering Sales Executive

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, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Human Services, (the "Department"), Office for the Aging having its principal office at 60 Charles Lindbergh Boulevard, Suite 220, Uniondale, New York 11553-3691 (the "Office"), and (ii) Long Island Marriott Hotel, having its principal office at 101 James Doolittle Boulevard, Uniondale, New York 11553 (the "Contractor")

WITNESSETH:

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

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

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

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

1. Term. This Agreement shall commence on Friday, May 15, 2020 and terminate upon completion of the Services, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of: catering services and the use of Contractor's facilities at the above address on May 15, 2020 between the hours of 8:00 am to 4:00 pm (the "Services"). Contractor shall provide lunch in the Grand Ballroom for approximately 300 persons and specific services as described in "Exhibit A" attached hereto and incorporated herein by reference.

3. Payment. a. Amount of Consideration. The maximum amount to be paid as full consideration for the Contractor's Services under this Agreement as full consideration for the Services, shall not exceed Thirteen Thousand Two Hundred Dollars ($13,200.00) upon completion of the Services pursuant to the Contractor's rates ("Exhibit A") (the "Maximum Amount"). 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 that (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").

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

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

6. Compliance with Law. a. Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

b. 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.

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

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

arise, to update this disclosure throughout the term of this Agreement.

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

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Excused Non-Performances. If for any reason beyond its control, including, but not limited to, strikes, labor disputes, accidents, government requisitions, restrictions or regulations on travel operation, commodities or supplies, acts of war or acts of God, either party is unable to perform its obligations under this Agreement, such non-performance is excused and either party may terminate this Agreement without further liability of any nature. In the event of such termination by either party, Contractor shall return all funds paid by the County.

8. Assignment; Amendment; Subcontracting; Waiver. 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. Any purported assignment, other disposal or modification without such prior written consent shall be null and void.

9. Indemnification. The Contractor shall be solely responsible for and shall indemnify, defend and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable 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, 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., The provisions of this Section shall survive the termination of this Agreement.

10. Insurance. The Contractor and its Agents shall obtain and maintain throughout the term of this Agreement, in a form acceptable to the County and at the Contractor's own expense: (i) one or more policies for commercial general liability insurance, which policy (ies) shall name "Nassau

County" as 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, (ii) compensation insurance for the benefit of the Contractor's employees, which insurance is in compliance with the New York State Workers' Compensation Law. 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 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. Termination. (a) Generally. This Agreement may be terminated (i) for any or no reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for breach of this Agreement on the part of the Contractor immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years, complete and accurate records, documents, accounts and other evidence ("Records") pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles. Such Records shall at all times be available for audit and inspection by the County and any other governmental authority with jurisdiction over this Agreement, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001, 128-2006 and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

14. Executory Clause. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to the Contractor or any other individual or entity unless (i) all County approvals have been obtained, and (ii) this Agreement has been executed by the County Executive or his duly designated deputy. The County shall also have no liability under this Agreement to the Contractor or any individual or entity beyond funds appropriated or otherwise lawfully available for this Agreement.

15. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the Services specified above and supersedes all prior agreements (whether written or oral) of the parties relating to the Services specified above.

[Remainder of Page Intentionally Left Blank.]

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

LONG ISLAND MARRIOTT HOTEL

By: Dena Kimmel

Name: DENA KIMMEL

Title: Catering Sales Exec

Date: 12/5/19

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Title: Chief Deputy County Executive

☐ Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 5th day of December in the year 2019 before me personally came DENA KIMMEL 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 Catering Sales Exec of Long Island Marriott, 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
Susan Mullin

SUSAN MULLIN
NOTARY PUBLIC, State of New York
No. 01MU6122333
Qualified in Nassau County
Commission Expires February 7, 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 a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

"Exhibit A"

CONTRACTING AGENCY: L.I. Marriott

EVENT: Annual May Conference and Luncheon

LOCATION: Grand Ballroom, Long Island Marriott Hotel

TIME: 8:00 a.m. – 4:00 p.m., **Friday, May 15, 2020**

GUARENTEED NUMBER: 300 (minimum)

COST PER MEAL: $44.00/person (inclusive of service charge)

MENU: Plated Luncheon to include:

Salad

Entrée
Soft Rolls with Butter

Dessert

Freshly Brewed Coffee, Assorted Teas, Brewed Decaffeinated Coffee, Sodas

Additional Services to be provided are as follows:

Grand Ballroom:
Meeting room space for general session & breakout rooms (fee waived)

Audio Visual: (reflects 10% discount and 24% service charge)
1 podium and microphone (complimentary)
2 additional podiums and microphones $58.50 each (73.12 inclusive of service charge)
1 Standing microphone $58.50 each (73.12 inclusive of service charge)
1 Screen 8x8 at $117 (146.25 inclusive of service charge)
1 50" Plasma Screen/Monitor $472.50 each ($590.00 inclusive of service charge?
3 Easels (complimentary)

GRAND TOTAL: Up to $13,200

Vendor Code of Ethics

PARTICIPATING EMPLOYEE
ACKNOWLEDGEMENT REGARDING NASSAU
COUNTY VENDOR CODE OF ETHICS

Company: _____

Bid/Proposal No.: _____

I, Dena Kimmel, acknowledge that I have received and read the Nassau County Vendor Code of Ethics on 11/18/19 and that I understand it and will comply with this Code in my participation in procurements between LI Marriott (Vendor name) and Nassau County.

Executed this 18 day of November, 2019.

By Dena Kimmel Signature of Employee

DENA Kimmel Catering Name and Title of Employee
Sales Exec

Marriott.
HOTELS & RESORTS

GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT
The following represents an agreement between Long Island Marriott, 101 James Doolittle Boulevard, Uniondale, NY, 11553, (516) 794-3800 and Nassau County Department of Human Services Office for the Aging.

ORGANIZATION: Nassau County Department of Human Services Office for the Aging
CONTACT:

Name:	Jorge Martinez
Job Title:	Deputy Commissioner
Street Address:	60 Charles Lindbergh Boulevard Ste 260
City, State, Postal Code:	Uniondale, NY 11553-3653
Phone Number:	(516) 227-8915
E-mail Address:	jorge.martinez@hhsnassaucountyny.us

NAME OF EVENT: Nassau County Department of Human Services Office for the Aging
REFERENCE #: M-CA6N2FF
OFFICIAL PROGRAM DATE: Friday, 05/15/2020

FUNCTION INFORMATION AGENDA/EVENT AGENDA
Based on the requirements outlined by Nassau County Department of Human Services Office for the Aging, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Function Type	Setup	Minimum Guarantee	Location
05/15/2020	Fri	8:00 AM	3:00 PM	Office	Lounge	15	Hempstead Room
05/15/2020	Fri	8:00 AM	3:00 PM	Exhibits/ Coffee Break	Exhibits	25	Grand Ballroom Foyer
05/15/2020	Fri	8:30 AM	12:00 PM	Registration	Registration	300	Grand Ballroom Foyer
05/15/2020	Fri	9:00 AM	11:00 AM	Hospitality Room	Lounge	200	Event Hub
05/15/2020	Fri	10:00 AM	10:45 AM	Breakout	Theatre	50	Lighthouse AB
05/15/2020	Fri	10:00 AM	10:45 AM	Breakout	Theatre	50	Lighthouse C
05/15/2020	Fri	10:00 AM	11:00 AM	Room Ready	Rounds of 10	300	Grand Ballroom
05/15/2020	Fri	11:00 AM	11:45 AM	Breakout	Theatre	50	Lighthouse AB
05/15/2020	Fri	11:00 AM	11:45 AM	Breakout	Theatre	50	Lighthouse C
05/15/2020	Fri	12:00 PM	3:00 PM	Luncheon	Rounds of 10	300	Grand Ballroom

The room rental fee of $6,000.00 has been waived as a result of a food and beverage charge of **$44.00 per person for Attached Plated Lunch Menu, Inclusive of 25% service charge.** The Group is Tax Exempt. New York State Exempt Form must be on file prior to event.

The minimum revenue required for this event is $13,200.00 including 25% service charge. If this Food and Beverage minimum is not met, the balance will be added as room rental.

SPECIAL NOTE:
Should a 3rd Breakout Room be needed Salons 5 & 6 of the grand ballroom will be used and set in Round Tables of 10. The Hotel will require 20 minutes after the break to refresh the room and open the air wall for lunch. No guests maybe present during this.

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

SERVICE CHARGE: All food and beverage items, audio visual services, room rental and other miscellaneous function charges are subject to a 25% service charge. 25% of the food and beverage total and 25% of the audio visual, room rental and other miscellaneous function total will be for administrative or other costs.

NO OTHER CHARGES ON THIS CONTRACT ARE PURPORTED OR INTENDED TO BE GRATUITY FOR THE SERVICE STAFF AND NO OTHER CHARGES WILL BE DISTRIBUTED TO THE SERVICE STAFF AS A GRATUITY.

AUDIO VISUAL – *Prices Reflect 10% Discount – All Prices Add 25% Service Charge*

Audio Visual To Be Confirmed with Event Manager 5 Days Prior:

(1) Podium and Microphone in Grand Ballroom Complimentary
(2) Podiums and Microphones $58.50 each ($73.12 Inclusive of service charge) set in each breakout room.
(1) Standing Microphone at $58.50 each ($73.12 Inclusive of service charge). Set in one breakout room.
(1) Screen 8x8 at $117.00 each ($146.25 Inclusive of service charge) Set in one breakout room.
(1) 50" Plasma Screen/ Monitor $472.50 each. ($590.00 Inclusive of Service charge). Set in Foyer
(3) Easels Complimentary

PAYMENT IN ADVANCE: Unless credit has been established to the satisfaction of the Long Island Marriott, or if the event is a political event or social event, payment in full of the entire contract price must be paid in cash or by certified check, in accordance with the pre-arranged payment/deposit schedule set by the Long Island Marriott, with final and full payment due by cash or certified check not later than ***TEN (10) BUSINESS DAYS PRIOR*** to the day of the event. If such payment is not made the Long Island Marriott may terminate this Agreement, retain patron's deposit and patron shall be held liable for all losses sustained by the Long Island Marriott in accordance with the liquidated damages specified in the Cancellation clause herein.

If credit has been established, full payment will be made immediately upon receipt of statement. In the event such payment is not made within 25 days after receipt of the original statement, it is agreed that the Long Island Marriott may immediately impose a late payment charge at the rate of 1 1/2% per month (annual rate 18%) or the maximum allowed by law, on the unpaid balance, and the reasonable cost of collection, including attorney's fees.

METHOD OF PAYMENT (Direct Bill)

Balance of Payment will be Direct Billed upon conclusion of your event. Payment to be received within 60 days of original statement by organizational check. **Deposit Waived for NC Department of Aging.**

BANQUET/MEETING EVENT

Function rooms are assigned based on the number of persons anticipated. Hotel reserves the right to adjust function space based upon changes in attendance.

****The Minimum Revenue for your event which you will be responsible to pay for is ($13,200.00 Includes 25% service charge) and is not subject to reduction.** ** If this Food and Beverage minimum is not met, the balance will be added as room rental.***

Contact Initial _____ DK _____ Hotel Initial

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

CANCELLATION

Nassau County Department of Human Services Office acknowledges that if it cancels or otherwise essentially abandons its planned use of the event (a "Cancellation"), this action would constitute a breach of Nassau County Department of Human Services Office's obligation to Hotel and Hotel would be harmed. Because Hotel's harm (and Nassau County Department of Human Services Office's obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, Nassau County Department of Human Services Office agrees to notify Hotel, in writing, within five (5) business days of any decision to Cancel. In addition, if a Cancellation occurs, the parties agree that:

Nassau County Department of Human Services Office therefore agrees to pay Hotel, within seven (7) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below.

Date of Decision to Cancel	Amount of Liquidated Damages Due
9/1/2019 – 12/1/2019	$6,600.00
12/2/2019 – 2/2/2019	$9,900.00
2/3/2020 – 5/15/2020	$13,200.00

Provided that Nassau County Department of Human Services Office timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from Nassau County Department of Human Services Office relating to the cancellation.

GUARANTEE: In arranging for all private events, the guarantee of attendance must be specified by patron at least 10 days prior to the event. This number shall constitute the guarantee, not subject to reduction, and charges will be made accordingly. The Long Island Marriott will set for an additional 3% beyond the guaranteed number and cannot be responsible for attendance greater than 3%. If no guarantee is received at the appropriate time, the Long Island Marriott will assume the patron's expected count to be the guaranteed number and charges will be made accordingly.

TAXES Nassau County is Tax Exempt: All Food, Beverage, Service Charges and equipment rentals are subject to 8.625% Sales Tax. New York State sales tax will be automatically charged unless a proper tax exempt certificate is provided to hotel prior to event.

EVENT MANAGEMENT TEAM: Your group will have an Event Manager who will oversee your entire function. I will be securing your meeting space, and our Event Management Team will contact you once the contract is signed to finalize all the details. They will work with you on all aspects of your organization's program needs and will be your new contact.

BANQUET EVENT ORDERS: Prior to your function, a banquet event order will be forwarded to you for approval. This event order will contain specific set up, audio visual and food and beverage information. The attendance count will be based upon the number of guests as outlined on this contract. Guaranteed number of attendance is required ten days prior to your function date. If no final guarantee is received, we will charge the original expected number of attendees as indicated on the banquet event order. We will be prepared to serve 3% above the guarantee.

Food and Beverage is not permitted to be brought into or removed from the Hotel's function rooms. If you are planning on the service of alcoholic beverages, please be aware that our liquor license requires that beverages only be dispensed by our employees and bartenders. Alcoholic Beverage Service may be denied those guests who appear to be intoxicated or are underage.

OUTSIDE FOOD AND BEVERAGE POLICY: All food and beverages served at functions associated with the Event must be provided, prepared, and served by Hotel, and must be consumed on Hotel premises.

LIQUOR LICENSE: Nassau County Department of Human Services Office for the Aging understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

AUDIO VISUAL: The Long Island Marriott exclusive Audio Visual Department consists of trained and professional staff, an expansive inventory of technologically advanced equipment and the award-winning quality one expects from the Long Island Marriott. The Hotel reserves the right to supply all microphones whenever use of the in-house sound systems are desired as well as to be the sole provider of any lighting hung in the ballroom meeting space. **For electric requirements please refer to our current Electric Price List. Any electric requirements are subject to an additional labor fee.**

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

Should client need to utilize another audio visual or production company, the Long Island Marriott reserves the right to approve any outside vendor. A House Patch charge of $125.00 as well as the patron being responsible for any electrical charges over and above the 20amps with final and full payment by cash or certified check due no later than one week prior to the event. Client must sign a waiver which will hold the Long Island Marriott harmless and not responsible in any way. The vendor must also provide a copy of insurance policy for no less than Five Million Dollars of liability as well as current proof of Workers Compensation Insurance one week prior to event. The Long Island Marriott must be listed as additional insured. Additional security deposits may be required if deemed necessary by Hotel management. We have Audio Visual Supervisory assistance available at $100.00 per hour for assistance needed during events with outside Audio Visual. Also the Long Island Marriott Hotel has the 'Outside Production Service Guidelines' available, these need to be signed off on by all clients using outside providers/outside audio visual equipment. All fees in this section are used by the Hotel for administrative or other costs.

OUTSIDE VENDOR: Any property of the patron or patron's guests brought to the premises of the Long Island Marriott shall be the sole risk of the patron and the Long Island Marriott shall not be liable for any loss or damage to any such property for any reason. Patron assumes responsibility for obtaining proper insurance, and assumes liability for losses, damages and claims arising out of injury or damage to displays, equipment, and other property brought on to the premises of the Long Island Marriott and shall indemnify and hold Marriott, its servants and employees harmless from any and all such losses, damages and claims, except to the extent caused by the gross negligence of Long Island Marriott.

All displays and/or decorations proposed by patron shall be subject to the approval of the Long Island Marriott. A "hold harmless" clause must be signed by patron's vendors holding the Long Island Marriott harmless from liability for any damages or injury which may happen as a result of the vendors. The vendors must provide Long Island Marriott a copy of insurance policy, for no less than Two Million Dollars of liability insurance and proof of current Workman's Compensation Insurance to the Catering Manager one week prior to event. The Long Island Marriott must be listed as additional insured. In addition, a special flameproof affidavit must be sent to the Long Island Marriott no later than one week prior to your event with regard to any special decorations, special linens, etc. brought in from the outside. The Long Island Marriott will have the right to remove such decorations, linens, etc. without notice if the Long Island Marriott has not received such affidavit within the time period provided or if the Long Island Marriott determines the decorations to be dangerous in any way. Under no circumstances may materials block any fire doors or exits. Additional security deposits may be required if deemed necessary by Hotel Management.

NO ROOM TRANSFER BY GUEST:
Nassau County Department of Human Services Office for the Aging agrees that neither Nassau County Department of Human Services Office for the Aging nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with Nassau County Department of Human Services Office for the Aging reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

OPTIONAL COAT CHECK: $175.00 per attendant. One attendant required for every 125 guests, price based on 5 hours.

HANGING OF BANNERS & SIGNAGE:
All banners and/or signage is subject to approval and must be self-supported. Banners and/or signage cannot be attached to Hotel ceilings, walls, windows or columns. We will be happy to discuss alternate ways to display banners and signage including use of easels and/or pipe and drape. Arrangements for banner and/or signage display must be discussed in advance of your function date.

PARKING
Self-Parking for overnight hotel guests is **$12.00 per vehicle, per night for overnight guests only.**
Bus-Parking for groups is $45 per night, parking area for your bus will be reviewed with your hotels Event Manager

SMOKING POLICY: The Long Island Marriott Hotel is a 100% smoke free environment. In an effort to provide every guest with comfortable, clean, fresh and healthy accommodations we have a strictly enforced non-smoking policy. Persons securing rooms on behalf of a group are expected to publicize this policy to all members of the group. The Long Island Marriott Hotel will at every opportunity advise the public of this policy on all printed materials, website, at time of booking and at check-in.

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

UNATTENDED ITEMS/ADDITIONAL SECURITY:
The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If Nassau County Department of Human Services Office for the Aging requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements and a Fee will be determined at that time. All security personnel to be utilized during the Event are subject to Hotel approval.

INDEMNIFICATION:
Each party to this Agreement shall, to the extent not covered by the indemnified party's insurance, indemnify, defend, and hold harmless the other party and its officers, directors, agents, employees, and owners from and against any and all demands, claims, damages to persons or property, losses, and liabilities, including reasonable attorneys' fees (collectively, "Claims"), arising solely out of or solely caused by the indemnifying party's negligence or willful misconduct in connection with the provision and use of Hotel as contemplated by this Agreement. This paragraph shall not waive any statutory limitations of liability available to either party, including innkeepers' limitation of liability laws, nor shall it waive any defenses either party may have with respect to any Claim.

CONDUCT OF EVENT: Patron is responsible for any damage to the premises done by patron, patron's employees, agents, guests, invitees or independent contractors prior to, during or following patron's functions. The Long Island Marriott will not assume responsibility for any loss or damage of merchandise or articles left in the Long Island Marriott prior to or following patron's function.

EXCUSED NON-PERFORMANCE: Performance of this Agreement is contingent upon the ability of the management of the Hotel to complete the same, and is subject to labor troubles, disputes or strikes; accidents, government (federal, state or municipal) restrictions upon travel, transportation of foods, beverages or supplies; and other causes whether enumerated herein or not, beyond control of management preventing or interfering with performance. In no event shall the Long Island Marriott be liable for the loss of profit or for other similar or dissimilar collateral or consequential damages, whether based on breach of contract, warranty or otherwise.

LITIGATION EXPENSES:
The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT:
Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Nassau County Department of Human Services Office for the Aging will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

COMPLIANCE WITH LAW:
This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Nassau County Department of Human Services Office for the Aging agree to cooperate with each other to ensure compliance with such laws.

IMPOSSIBILITY:
The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or use the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical – but in no event longer that ten (10) days – after learning of such basis.

COMPLIANCE WITH EQUAL OPPORTUNITY LAWS
This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

PRIVACY

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at http://www.marriott.com/about/privacy.mi) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Nassau County Department of Human Services Office for the Aging will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

A failure of either party to insist upon or enforce any term or provision or to exercise any right, option or remedy of the Agreement, or to require at any time performance of any provision hereof, shall not be construed as a waiver of any such term or provision. No waiver by either party or any term or provision hereof shall be binding unless made in writing and signed by both parties.

ACCEPTANCE

When presented by the Hotel to Nassau County Department of Human Services Office for the Aging, this document is an invitation by the Hotel to Nassau County Department of Human Services Office for the Aging to make an offer. Upon signature by Nassau County Department of Human Services Office for the Aging, this document will be an offer by Nassau County Department of Human Services Office for the Aging. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Nassau County Department of Human Services Office for the Aging at any time prior to Nassau County Department of Human Services Office for the Aging's execution of this document, the outlined format and dates will be held by the Hotel for Nassau County Department of Human Services Office for the Aging on a first-option basis until **July 30, 2019**. If Nassau County Department of Human Services Office for the Aging cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the

Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Nassau County Department of Human Services Office for the Aging and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by Nassau County Department of Human Services Office for the Aging.

Name: Jorge A Martinez
Title: Deputy Commissioner Department of Human Services

Signature:

Date: 5/30/19

Approved and authorized by Hotel:
Name: Dena Kimmel
Title: Catering Sales Executive

Signature: Dena Kimmel 12/9/19
Date: July 15, 2019

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/24/2019

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

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

PRODUCER
Beecher Carlson Insurance Services
6 Concourse Parkway, Suite 2300
Atlanta, GA 30328

www.beechercarlson.com

CONTACT NAME: Judith Bolch
PHONE (A/C, No, Ext):
FAX (A/C, No): 770-870-3031
E-MAIL ADDRESS: jbolch@beechercarlson.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AIG Specialty Insurance Company	26883
INSURER B: National Union Fire Ins Co of Pittsburgh, PA	19445
INSURER C: New Hampshire Insurance Co.	23841
INSURER D: Ace Property & Casualty Insurance Co.	20699
INSURER E:	
INSURER F:	

INSURED
Marriott International, Inc. and Subsidiaries
10400 Fernwood Road
Bethesda MD 20817

COVERAGES **CERTIFICATE NUMBER: 51320641** **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	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR ✓ Liquor Liability ✓ $500,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☑ LOC ☐ OTHER:			GL 6862426	10/1/2019	10/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$4,500,000 $4,500,000 $ $4,500,000 $7,500,000 $4,500,000 $
B	AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			AL 4993229 - AOS (Excluding MA, VA) AL 4993231- VA AL 4993230- MA	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
D	✓ UMBRELLA LIAB ✓ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $ N/A			X00 G2790564A 005 Prod-Comp Ops Agg $15M	10/1/2019	10/1/2020	EACH OCCURRENCE AGGREGATE Per Loc Aggregate	$15,000,000 $60,000,000 $15,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 017515745 (AOS) (See Attachment)	10/1/2019	10/1/2020	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $3,000,000 $3,000,000 $3,000,000
C	Workers Compensation			See Attachment for Additional Policies	10/1/2019	10/1/2020	See Attachment Details	

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

LONG ISLAND MARRIOTT, 101 JAMES DOOLITTLE BLVD, UNIONDALE, NY 11553 ID:33788
Nassau County is Additional Insured as respects General Liability

CERTIFICATE HOLDER

Nassau County
Attn: Shirley Chefetz
60 Charles Lindbergh Blvd.
Suite 160
Uniondale NY 11553

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 *Beecher Carlson Insurance Services, LLC*

Beecher Carlson Insurance Services, LLC

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Nassau County Shared Services,
Office of Purchasing

Staff Summary A-06-2020

Subject: CALCIUM HYPOCHLORITE – 68% (SWIMMING POOL CHEMICALS), (S/B # 85540-09129-174)	Date: January 21,2020
Department: Shared Services, Office of Purchasing	Vendor Name: Commercial Clearwater Co., Inc.
Department Head Name: Melissa Gallucci	Contract Number: A-06-2020
Department Head Signature: Melissa Gallucci	Contract Manager Name: Kimberly Stanton, Buyer

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

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
	Dept. Head		
	Budget	02/19/2020	County Atty.
	Deputy C.E.	2/24/2020	County Exec.

Narrative

Purpose: To authorize and award a blanket purchase order for CALCIUM HYPOCHLORITE – 68% (SWIMMING POOL CHEMICALS) for the Nassau County Department of Parks, Recreation and Museums.

Discussion: This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board. Minority Affairs was notified of the solicitation.

7 Vendors viewed the bid

0 Woman owned business 0 Minority (African/American) 2 Small Business

1 Service Disabled (Veteran) owned business 0 Veteran Owned Business

1 Vendor bid on this solicitation

0 Woman owned business 0 Minority 0 Small Business

0 Service Disabled (Veteran) owned business 0 Veterans

RECEIVED NASSAU COUNTY CLERK OF THE LEGISLATURE 2020 FEB 25 P 12:02

Commercial Clearwater Co., Inc. is the only vendor that bid on this solicitation and is not qualified in any of the categories listed above.

Impact on Funding: The maximum amount authorized under this blanket purchase order, including any renewal options that may be exercised by the Commissioner of Shared Services, shall be One Million Five Hundred Fifty Thousand Dollars ($1,550,000) from general funds.

Recommendation: Department of Shared Services, Office of Purchasing recommends an award be given to Commercial Clearwater Co., Inc. as the lowest responsible bidder meeting specifications.

APPROVED: G. Amato 02/19/'20

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-06-2020**

FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: January 21, 2020

SUBJECT: RESOLUTION – THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE AMOUNT OF ONE MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS ($1,550,000.00) ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS TO COMMERCIAL CLEARWATER CO. INC., WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE FOR THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS.

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

Melissa Gallucci

MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

MS: br
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM

RULES RESOLUTION 2020

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND COMMERCIAL CLEARWATER CO., INC.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 85540-09129-174 for Calcium Hypochlorite – 68% (Swimming Pool Chemicals) for The Nassau County Department of Parks, Recreation and Museums as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that Commercial Clearwater Co., Inc. submitted the lowest responsible bid and meets all specifications for the product and/or services described in the said bid document as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Blanket Purchase Order with Commercial Clearwater Co., 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?

YES [ ] NO [X] If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
Paul Meilink1 [HELP@911POOLS.COM]

Dated: 01/29/2020 05:19:07 PM

Vendor: Commercial Clearwater Conpany, Inc.

Title: President

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

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

None

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

None

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

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

YES [ ] NO [X] If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:
Paul Meilink [HELP@911POOLS.COM]

Dated: 01/29/2020 05:16:09 PM

Vendor: Commercial Clearwater Company, Inc.

Title: President

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

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

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: Paul Meilink
   Date of birth: 08/14/1956
   Home address: 36 I.U. Willets Rd.
   City: Albertson State/Province/Territory: NY Zip/Postal Code: 11507
   Country: US

   Business Address: 351 Westbury Ave.
   City: Carle Palce State/Province/Territory: DC Zip/Postal Code: 11514
   Country US
   Telephone: 516 294 7985

   Other present address(es):
   City: State/Province/Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

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

President	04/01/1983	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   Owner 100% equity interest.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
   YES [ ] NO [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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

CERTIFICATION

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

Commercial Clearwater Company, Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Paul Robert Meiink [HELP@911POOLS.COM]

President
Title

02/12/2020 05:16:57 PM
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: 09/04/2019

1) Proposer's Legal Name: Commercial Clearwater Company, Inc.

2) Address of Place of Business: 351 Westbury Avenue

City: Carle Place State/Province/Territory: NY Zip/Postal Code: 11514

Country: US

3) Mailing Address (if different): P.O. Box 909

City: Plandome State/Province/Territory: NY Zip/Postal Code: 11030

Country: US

Phone:

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

4) Dun and Bradstreet number: 78676560

5) Federal I.D. Number: 11285353

6) The proposer is a: Corporation (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, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [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, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [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.

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.

Annually review to confirm no conflcit exists.

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

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

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

i) Date of formation;

04/01/1983

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

Paul Meilink, President, PO Box 909, Plandome N.Y. 11030

No individuals with a financial interest in the company have been attached..

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

Paul Meilink, President

No officers and directors from this company have been attached.

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

8

vi) Annual revenue of firm;

1500000

vii) Summary of relevant accomplishments

44 years in successful commercial pool business. See attached document - professional qualifications.

1 File(s) Uploaded: Professional qualifications.doc

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

B. Indicate number of years in business.

44

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

25+ years working with Nassau County

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

Company	Village of Mineola		
Contact Person	Tom Rini		
Address	155 Washington Ave.		
City	Mineola	State/Province/Territory	NY
Country	US		
Telephone	(516) 294-7985		
Fax #	(516) 294-7986		
E-Mail Address	dpw@mineola-ny.gov		

Company	Town of Babylon		
Contact Person	John Dorrer		
Address	999 North Indiana Ave.		
City	Lindenhurst	State/Province/Territory	NY
Country	US		
Telephone	(631) 957-4229		
Fax #	(631) 957-3191		
E-Mail Address	jfrancis@townofbabylon.com		

Company	Long Beach High School		
Contact Person	Steve Lahey		
Address	601 Lindell Boulevard		
City	Long Beach	State/Province/Territory	NY
Country	US		
Telephone	(516) 897-2248		
Fax #	(516) 897-2249		
E-Mail Address	slahey@lbeach.org		

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

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

CERTIFICATION

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

Name of submitting business: Commercial Clearwater Company, Inc.

Electronically signed and certified at the date and time indicated by:
Paul Robert Meilink [HELP@911POOLS.COM]

President
Title

02/12/2020 04:51:23 PM
Date

COMMERCIAL CLEARWATER COMPANY, INC.

P.O. Box 909 • Plandome, New York 11030

516-294-7985 (Voice) 516-294-7986 (Fax)

Help@911pool.com

For page 3. A. of Business History form, Professional Qualifications

Commercial Clearwater Company, Inc./ Paul Meilink, President

For over thirty-five years, Commercial Clearwater Company, Inc. has specialized exclusively in municipality and commercial swimming pool water quality control. Pulsar Dry Feed Chlorine systems using Pulsar briquettes and automatic chemical controllers have been a part of this specialization. In addition to the distribution of these units, we service both the Pulsar Dry Feed Chlorine systems and Acu-Trol and Strantrol controllers as well as training pool operators on this equipment.

Commercial Clearwater Company, Inc. is a commercial pool company which provides services and products for all aquatic needs. We install and supervise equipment upgrades and evaluate all scopes of facility's operation and recommend improvements to the filter and disinfection system. We have successfully completed pool installations and rehabilitations for our many customers.

Paul Meilink, President of Commercial Clearwater Company, Inc. has worked in the swimming pool industry since the early 1970's and pool safety is his main concern. He is factory trained and certified for both the Acu-Trol and Stranco controllers. In addition, he is a certified NSPF (National Swimming Pool Foundation) instructor for the Certified Pool Operators (CPO) course. He is also a pool operator instructor, certified by the National Swimming Pool Foundation. He has been teaching the CPO course for over 26 years and has thousands of successful graduates.

COUNTY OF NASSAU

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

1. Name of the Entity: Commercial Clearwater Company, Inc.

Address: P.O. Box 909

City: Plandome State/Province/Territory: NY Zip/Postal Code: 11030

Country: US

2. Entity's Vendor Identification Number: 11-2845353

3. Type of Business: Other (specify) Corporation, S type

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):

First Name	Paul				
Last Name	Meilink				
MI	R	Suffix			
Address	P.O. Box 909				
City	Plandome	State/Province/Territory:	NY	Zip/Postal Code:	11030
Country	US				
Position	President				

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Paul Meilink 100% P.O. Box 909 Plandome N.Y. 11030

No shareholders, members, or partners have been attached to this form.

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

None

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

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Paul Robert Meilink [HELP@911POOLS.COM]

Dated: 02/18/2020 04:20:42 PM

Title: President

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

FORMAL BID RECOMMENDATION

BID NUMBER: 85540-09129-174 OPEN: September 12, 2019

TITLE: Calcium Hypochlorite – 68%

DATE: October 4, 2019

TO: *Kimberly Stanton, Buyer* FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.

FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: October 4, 2019

To: Supervisor From: Kimberly Stanton, Buyer

List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 10/16/19

To: Buyer From: Director

☒ Approved for Award

☐ Hold award pending discussion

☒ Subject to Legislature Approval

Director

	Bid Results
Item	Bidder
001	Recommend that this award be made to Commercial Clearwater Co. as the lowest responsible bidder meeting specification and bid terms for all items.

OFFICE OF PURCHASING PP 9/19/2019 SUMMARY OF BIDS OPENED: SEPTEMBER 12, 2019 AT 11 A.M. BID NO: 88540-09129-174 REQ. NO: N/A TITLE: CALCIUM HYPOCHLORITE-68% (SWIMMING POOL CHEMICALS)				COMMERCIAL CLEARWATER CO., INC.		
ITEM #	ARTICLE	QTY	UNIT	1	2	3
1	PULSAR PLUS TABLETS	2000	DRUMS	140.45	280,900.00	
			TOTAL		280,900.00	

OFFICE OF PURCHASING PP 9/19/2019
SUMMARY OF BIDS
OPENED: SEPTEMBER 12, 2019 AT 11 A.M.
BID NO: 88540-09129-174
REQ. NO: N/A
TITLE: CALCIUM HYPOCHLORITE-68%
(SWIMMING POOL CHEMICALS)

				COMMERCIAL CLEARWATER CO., INC.													DETAILS OF AWARD	
ITEM #	ARTICLE	QTY	UNIT	1	2	3	4	5	6	7	8	9	10	11	12	13	AWARD TO NO.	AMOUNT
1	PULSAR PLUS TABLETS	2000	DRUMS	140.45														
PREPARED BY			TERMS	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET		

Claudia Colasurdo hereby certifies that the bids listed above were opened at the time and place specified therein and that the above is a correct transcription from all original bids received.

Date 9/19/19 Claudia Colasurdo

PUBLIC BID OFFICER

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

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

OFFICE OF PURCHASING
SEP 19 2019

BID NUMBER	BID OPENING DATE	REQUISITION NUMBER
88540-09129-174 Dated: 08/29/19	09/12/19 11:00 A.M. E.D.S.T.	N/A

BUYER	TELEPHONE:
Kimberly Stanton	516-571-6679

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: CALCIUM HYPOCHLORITE – 68% (SWIMMING POOL CHEMICALS)

OPENED 11 AM

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

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

CASH DISCOUNT OF 0 **PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.**

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

DELIVERY MADE TO:	GUARANTEED DELIVERY DATE
Nassau County Department of Public Works	15 DAYS AFTER RECEIPT OF ORDER
	EMPLOYERS FEDERAL TAX ID NUMBER 11-2846353

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

NAME OF BIDDER	Commercial Clearwater Company, Inc.		
ADDRESS	P.O. Box 989		
CITY	Plandome	STATE NY	ZIP CODE 11030
TELEPHONE	516-294-7485		
SIGNATURE OF AUTHORIZED INDIVIDUAL		PRINT OR TYPE NAME OF SIGNER AND TITLE	Paul Robert Meline

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

BID TERMS AND CONDITIONS

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

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.

7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for ail permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, sublotting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director. Office of Purchasing

DISCLOSURE STATEMENT

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

Bidders Name: Commercial Clearwater Company, Inc.

Address: P.O. Box 909, Plandome, NY 11030

Telephone No: 516-294-7985 Fax No: 516-294-7986

1. State Whether: A Corporation Commercial Clearwater Company, Inc, a corporation.

Individual _____

Partnership _____ X

GUIDELINES FOR DISCLOSURE

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

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

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

QUALIFICATION STATEMENT

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

BIDDER SIGN HERE Paul Robert Merkel — President

BIDDER — TITLE

Paul Robert Merkel

COMMERCIAL CLEARWATER COMPANY, INC.

P.O. Box 909 • Plandome, New York 11030

516-294-7985 (Voice) 516-294-7986 (Fax)

Help@911pool.com

Commercial Clearwater Company Inc. is an S Corporation.

Paul Robert Meilink

President

Home address: 36 I.U. Willets Road, Albertson, New York 11507

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
88540-09129-174

BIDDER'S NAME: Commercial Clearwater Company, Inc.

ADDRESS: P.O. Box 909, Plandome, NY 11030-0909

1. STATE WHETHER: CORPORATION X INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
   PRESIDENT Paul Robert Meilink, P.O. Box 909, Plandome NY 11030-0909
   VICE PRESIDENT
   SECRETARY
   TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes, August 31st 2019
   IF SO WHEN?

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 36 years

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO
   IF SO, WHERE AND WHY?

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

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

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Paul Robert Meilink	President	44	Commercial Swimming Pools	All phases

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
   Visited all sites, past successful Vendor, same work

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

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

BIDDER SIGN HERE _____ President
BIDDER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
88540-09129-174

Paul Robert Weilink

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

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

1. REFERENCE'S NAME: Village of Mineola
ADDRESS: 155 Washington Ave, Mineola NY 11501
TELEPHONE: 516-746-5291 CONTACT PERSON Mr Tom Rini
CONTRACT DATE: on going 24+ years

2. REFERENCE'S NAME: long Beach High School
ADDRESS: 601 Lindel Blvd, long Beach NY 11561
on going 24+ years
TELEPHONE: 516-897-2120 CONTACT PERSON Steve Nahey
CONTRACT DATE:

3. REFERENCE'S NAME: Town of Babylon
ADDRESS: 999 North Indiana Avenue
on going 20+ years
TELEPHONE: 631-957-3025 CONTACT PERSON Jhon Dorrer
CONTRACT DATE:

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

BIDDER SIGN HERE Paul Robert Weilink **BIDDER** President **TITLE**

Paul Robert Weilink

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

Paul Robert Mulch

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

BIDDER SIGN HERE Paul Robert Mulch — **BIDDER**

PRESIDENT — **TITLE**

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

Pursuant to General Municipal Law Section 103-g, which generally prohibits the County from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Bidder submits the following certification:

PLEASE CHECK ONE:

☒ By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

OR

☐ I am unable to certify that the Bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: 9/19/2019

Paul Robert Meilink
(Signature of Bidder)

Print Name: Paul Robert Meilink

Print Title: President

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

BIDDER SIGN HERE Paul Robert Meilink — President
BIDDER **TITLE**

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgrading's, 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, upgrading's, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

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

BIDDER SIGN HERE Paul Robert Mahlik **BIDDER** President **TITLE**

Paul Robert Mahlik

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

Paul Robert Malick

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

BIDDER SIGN HERE Paul Robert Malick — President

BIDDER — TITLE

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.

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

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

INDEMNIFICATION:

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

DEFINITIONS:

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

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

M/WBE, SDVOB and DBE Participation: The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their bid. For more information regarding the County's SDVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website

IMPORTANT

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

Paul Robert Milch

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

BIDDER SIGN HERE Paul Robert Milch — President

BIDDER — **TITLE**

The First National Bank of Long Island
Where Everyone Knows Your Name®

Nassau County Office of Purchasing
1 West Street
Mineola, New York 11507

September 11, 2019

To Whom It May Concern:

This letter is to advise that we have had a very satisfactory non-borrowing relationship with Commercial Clearwater, Inc P.O. Box 909, Plandome, New York 11030 since 1997. Balances in the checking account average middle six figures.

Very truly yours,

Michelle Moreira-Jodice
Vice President/Branch Manager
The First National Bank of Long Island
10 Glen Head Rd
Glen Head, NY 11545

REQUIRED VENDOR DISCLOSURE FORMS

Prior to the bid opening, the following disclosure forms (the "Disclosure Forms") must be submitted in the Nassau County Vendor Portal at

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:3445712403627:

a. A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.

b. All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.

c. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form

d. Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.

PLEASE NOTE:

- If a bidder has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the bidder must ensure that the forms on file in the Portal are current, accurate, and have been recertified within three (3) months prior to the bid opening date. The bidder must also ensure that their response to question 7, and its subparts, on the Consultant's, Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation under consideration.
- As an alternative to submitting the Disclosure Forms in the Nassau County Vendor Portal, a bidder may submit a hard copy of the Disclosure Forms with their bid. A bidder may obtain a hard copy of the Disclosure Forms by contacting the Buyer.

REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the **Office of Purchasing** in writing prior to the bid opening. The failure of the bidder to notify the **Office of Purchasing**, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the **Office of Purchasing** receives a notification from a bidder of a differing site condition or an inconsistency, ambiguity, omission or error in the Contract documents, the **Office of Purchasing** will, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an amendment to the Contract documents. Any such amendment will be made available electronically to each person that received a copy of the Contract documents as reflected in the records of the **Office of Purchasing** , and any such amendment will also be available at the place where the Contract documents are available for inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

Please note that all bidder requests for information or clarification must be received by the Authority at least 72 hours prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.

Ordinance # 153-2018

Pursuant to Ordinance # 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

Value of Contract	Administrative Fee
$0-$10,000	$0
Over $10,000-$50,000	$160
Over $50,000-$100,000	$266
Over $100,000	$533

After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to waive the fee.

Ordinance # 72-2014

The bidder declares that they are a registered vendor with the County. All registered vendors must pay a Two Hundred Seventy-Five Dollar ($275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under Ordinance # 72-2014.

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

BIDDER SIGN HERE _____ President
BIDDER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
88540-09129-174

INTENT

SCOPE: The purpose of this bid is to establish a price structure upon which purchases will be made under a Blanket Order. A Blanket Order shall be issued to the successful bidder. Unit price on the Blanket Order to be firm for a period of twelve (12) months.

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under Blanket Orders.

PERIOD COVERED: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

AWARD: Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

DELIVERY: Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

Delivery to be made 15 **Days A/R/O.**

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries.
Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

PARTICIPATION BY POLITICAL SUBDIVISIONS: The successful vendor agrees that all political subdivisions of New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases hereunder.

INSPECTION: Bidders should be aware of Inspection and Delivery requirements as stipulated.

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

METHOD OF BIDDING: Please submit unit price in the appropriate column.

PRICE DISCREPANCY: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

PRICE PROTECTION: Bidders are required to state period of price protection (in terms of days) after the bid opening.

STATE PRICE PROTECTION PERIOD: 365 **DAYS AFTER BID OPENING**

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

BIDDER SIGN HERE [signature] **BIDDER** President **TITLE**

[signature]

EXTENSION OF PRICE: It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders. 365 days.

TAX PROVISION: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

NEW YORK STATE PRICES: Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

SPECIFICATIONS: Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting there-from shall not be construed as qualification of the specifications of this bid or relief there-from, except as specifically stated in the Purchase or Blanket Order.

PRODUCT IDENTIFICATION: If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. Bid sheets shall be so noted of the manufacturer's name and brand of the product offered as an equal. If as a result of an award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Contractor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

PROTECTION FROM CLAIM AGAINST "OR EQUAL": In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the County of Nassau free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

ALTERNATIVE ITEM: In submitting a bid on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the County. If a bidder does not indicate that the commodity he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described. Consideration of the alternate shall be at the sole discretion of the Director. MORE THAN ONE (1) BID ON EACH ITEM WILL NOT BE CONSIDERED, UNLESS OTHERWISE SPECIFIED BY THE COUNTY.

EQUIVALENT BIDS: Bidders may offer a product of the same capability, but of different manufacture and model than that specified in this bid. The use of the name of a manufacturer, brand, make or catalog designation is specifying items described herein does not restrict or preclude bidders from offering equivalent or better product bids. Such a designation is used only to indicate the character, quality and minimum performance desired. Equal or better product bids are permissible. A bidder submitting an equal or better product shall, at his own cost and expense be responsible for submitting proof and/or a demonstration of equivalence, compatibility and performance. However, acceptance of an equivalent product shall be strictly at the discretion of the Director. Any omission of the term "or equal" in any specific bid item listing should be disregarded by the bidder. All bidders shall have an absolute right to submit "equivalent" bids notwithstanding any other provision of the bid specifications.

Paul Robert Miller

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

BIDDER SIGN HERE Paul Robert Miller — **BIDDER**

President — **TITLE**

RECORD RETENTION: Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

BILLING: Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID.

**********VENDOR CLAIM CERTIFICATION**********

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION **MUST** APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

Paul Robert Meilink — CLAIMANT NAME
9/18/2019 — DATE

Paul Robert Meilink — BY (SIGNATURE)
President — TITLE

*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID**

Vendors may download claim form NIFS560 at the following URL:

http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf

PAYMENT: A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.

******************************VENDOR CLAIM CERTIFICATION*************************

If a claim voucher is not being submitted, the following certification MUST appear on the invoice:

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

Paul Robert Meilink — **Claimant Name**
9/18/2019 — **Date**

Paul Robert Meilink — **By Signature**
President — **Title**

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.

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

BIDDER SIGN HERE Paul Robert Meilink — **BIDDER**
President — **TITLE**

Vendors may download claim form NIFS560 at the following URL:

http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf

WARRANTY: The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.

Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.

BIDDER SHALL STATE WARRANTY PERIOD: 365 days 365

NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:

None / N/A

COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify and hold harmless the County of Nassau, its agents, officers and employees against any and all claims, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at Nassau County's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against Nassau County, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against Nassau County, its agents, officers, or employees in any such suit, action or legal proceeding.

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single minimum limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

Bidder shall list below the Insurance Company(s) holding the following documents:

A) Certificate of Insurance name the County of Nassau as co-insured: Liberty Mutual

Or

B) Certificate of Insurance with indemnification agreement (hold harmless clause): _____

NASSAU COUNTY MUST BE NAMED AS AN ADDITIONAL INSURED

Paul Robert Mulch

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

BIDDER SIGN HERE Paul Robert Mulch — **BIDDER**

President — **TITLE**

GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

ADDITIONAL BIDS: The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

PRICE LISTS AND DISCOUNTS: Bidders may attach price lists and catalogs indicating discounts available to the County for all other products not listed herein. New items may be added to the price list at the then current price at the same discount schedule during the life of the contract.

NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

NON PERFORMANCE

The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

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

BIDDER SIGN HERE _____ President
BIDDER **TITLE**

DISCLAIMER

Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

ACCESS CLAUSE: Contractor, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the County of Nassau. Such books and records shall at all times be available for audit and inspection by the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health and Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

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

BIDDER SIGN HERE _____ President
BIDDER **TITLE**

NOTICE

READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED

RIGHT TO KNOW LAW AND "OSHA"

PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "**MATERIAL SAFETY DATA SHEETS**" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN AUTOMATIC REJECTION OF THE BID.

IF YOUR PRODUCT **DOES NOT** CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED DO NOT CONTAIN ANY TOXIC SUBSTANCES.

See MSDS sheets attached - The product contains chlorine as per BID request

X [signature] President 9/16/2019

Signature **Title** **Date**

[signature]

[signature]

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

BIDDER SIGN HERE [signature] President

BIDDER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
88540-09129-174

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 14 day of September, 20 19 as the act and deed of said Corporation or ~~Partnership~~ PRM

Identifying Data:

Potential Contractor: Commercial Clearwater Company, INC.

Address: 351 Westbury Avenue

Street: 351 Westbury Avenue

City, Town, etc: Carle place, NY 11514

Telephone: 516-294-7985 Title: PRESIDENT

If applicable, responsible Corporate Officer

Name Paul Robert Meilink Title President

Signature: PAUL ROBERT MEILINK

Paul Robert Meilink

Sign Here

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

BIDDER SIGN HERE Paul Robert Meilink **BIDDER** President **TITLE**

Paul Robert Meilink

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID.

MANUFACTURER'S CERTIFICATE

THIS IS TO CERTIFY:

That we manufacture the commodities specified in the attached bid schedule:

That the address of the manufacturing plant is:

1200 OLD Lower River ROAD
Charleston TN 37310
(Manufacturing site of Pulsar briquettes)

Innovative Water Care Manufacturer (Formerly Lonza)

[signature] Signature

Title SR. Director of Operations

FURTHERMORE:

That we authorize Commercial Clearwater Company, Inc.
P.O. BOX 909 Plandome, New York 11030
(Name and address of firm or individual)

As our distributor to furnish our products to the County of Nassau as provided in the attached schedules, and agree to supply said distributor such quantities of our products as may be required by the County of Nassau.

Innovative Water Care Manufacturer (Formerly Lonza

[signature] Signature

Title SR. Director of Operations

9/13/2019 Date

MUST BE SIGNED BY AN OFFICER OF THE COMPANY. SALES AGENT OR MANAGER'S SIGNATURE WILL NOT BE ACCEPTED UNLESS LETTER OF AUTHORIZATION FROM THE MANUFACTURER IS ATTACHED.

NOTE: When bidder is other than the manufacturer, the complete certificate must be executed by the manufacturer.

[signature]

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

BIDDER SIGN HERE [signature] **BIDDER** President **TITLE**

GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT**, **CROSS-OUTS OR LIFT-OFF TAPE MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when place in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 **State Exemption Number: EX 7213062C**

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

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

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

FIRM PRICES: Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase is not granted when requested, the Contractor may elect to continue at the bid prices or given written notice of termination, upon receipt of which the Blanket Purchase Order will be re-bid.

EVALUATION: The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he his bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

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

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

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

Specifications/Pricing: Estimated Annual Usage is $250,000.00

Item #	Qty.	Unit	Description	Unit Price	Total Price
1	2000	Drums	Pulsar Plus Tablets Active Ingredient: Calcium Hypochlorite – 68% For use in #PS5000 and SF4w Commercial Chlorinators	$140.45	$280,900.00

The quantity listed above is only an estimate and does not reflect the acutal quantity to be purchased. This can either meet or may exceed this amount.

TWO HUNDRED EIGHTY THOUSAND, NINE HUNDRED AND 00/100

State the Manufacturer and Model number of the alternate item offered (include specifications) N/A PRM

Item #_____ Mfg: _____ Model: _____

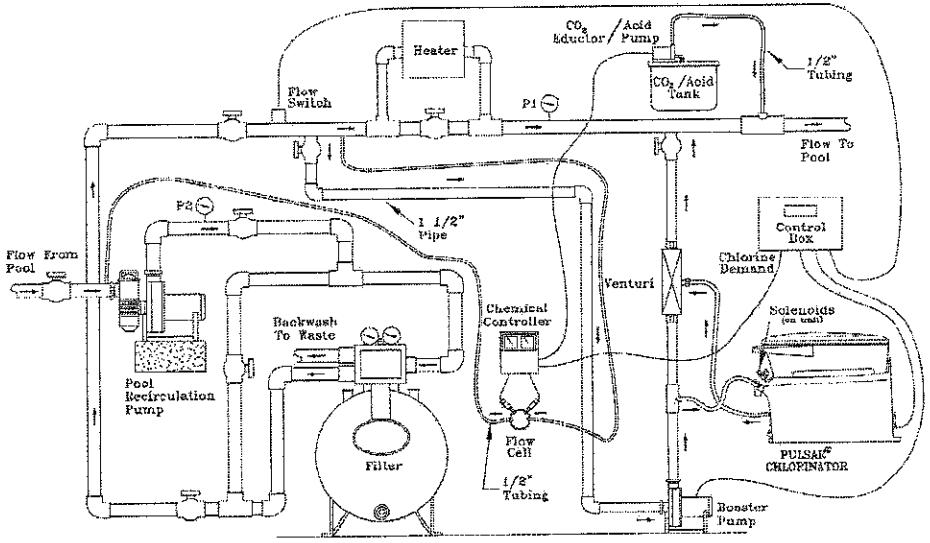
Additional Quantities/Facilities may be added to this blanket order with a written quotation and subsequent amendment.

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

BIDDER SIGN HERE _____ PRESIDENT
BIDDER **TITLE**

Pulsar® Plus Briquettes

Chemical Properties	Minimum	Maximum
Available chlorine (% by weight)	65.0	-
Water (% by weight)	4.0	8.5
Iron (% by weight)	-	0.05
Oxides, heavy metals & AL (% by weight)	-	0.5
Scale inhibitor (% by weight)	0.4	1.0
Weight (grams)	6.5	7.5
Dimensions (mm)	Approx. 32 x19x13	



FOR MORE INFORMATION
800-478-5727

1200 Bluegrass Lakes Parkway | Alpharetta, GA 30004
www.lonzawatertreatment.com

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SAFETY DATA SHEET

according to US Regulation 29 CFR 1910.1200 and the Canadian HPA

Pulsar Plus Calcium Hypochlorite Briquettes

Version 1.0 | Revision Date 2019.04.30 | Print Date 2019.09.05

SECTION 1. IDENTIFICATION

Product name : Pulsar Plus Calcium Hypochlorite Briquettes

Manufacturer or supplier's details

Company : Arch Chemicals, Inc.
1200 Bluegrass Lakes Parkway
Alpharetta, GA
30004
United States of America (USA)

E-mail address : sds@lonza.com

Emergency telephone number : In case of emergency call CHEMTREC US: 1-800-424-9300, CHEMTREC WORLD-WIDE: +1-703-527-3887.

Recommended use of the chemical and restrictions on use

Recommended use : Water treatment chemical

SECTION 2. HAZARDS IDENTIFICATION

GHS Classification

Oxidizing solids	:	Category 2
Acute toxicity (Oral)	:	Category 4
Acute toxicity (Inhalation)	:	Category 3
Skin corrosion	:	Category 1B
Serious eye damage	:	Category 1
Specific target organ toxicity - single exposure	:	Category 3 (Respiratory system)

GHS label elements

Hazard pictograms :

Signal word : Danger

Hazard statements : H272 May intensify fire; oxidizer.
H302 Harmful if swallowed.
H331 Toxic if inhaled.
H314 Causes severe skin burns and eye damage.
H335 May cause respiratory irritation.

Precautionary statements : **Prevention:**
P210 Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking.
P220 Keep/Store away from clothing/ combustible materials.
P221 Take any precaution to avoid mixing with combustibles.
P260 Do not breathe dust/ fume/ gas/ mist/ vapours/ spray.
P264 Wash skin thoroughly after handling.
P270 Do not eat, drink or smoke when using this product.
P271 Use only outdoors or in a well-ventilated area.
P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.
Response:
P301 + P312 IF SWALLOWED: Call a POISON CENTER/doctor if you feel unwell.
P301 + P330 + P331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
P303 + P361 + P353 IF ON SKIN (or hair): Remove/ Take off immediately all contaminated clothing. Rinse skin with water/ shower.
P304 + P340 IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P310 Immediately call a POISON CENTER/doctor.
P363 Wash contaminated clothing before reuse.
P370 + P378 In case of fire: Use water spray to extinguish.
Storage:
P403 + P233 Store in a well-ventilated place. Keep container tightly closed.
P405 Store locked up.
Disposal:
P501 Dispose of contents/container in accordance with local regulation.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical nature : Mixture

Hazardous components

Chemical name / Synonyms	CAS-No.	Concentration (% w/w)
Calcium hypochlorite	7778-54-3	65 - 75
Calcium chloride	10043-52-4	0 - 5
Calcium carbonate	471-34-1	0 - 4
Calcium dihydroxide	1305-62-0	0 - 4

SECTION 4. FIRST AID MEASURES

General advice : Call a poison control center or doctor for treatment advice. For 24-hour emergency medical assistance, call Arch Chemical Emergency Action Network at 1-800-654-6911. Have the product container or label with you when calling a poison control center or doctor, or going for treatment.

If inhaled	:	IF INHALED: Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or doctor for further treatment advice.
In case of skin contact	:	IF ON SKIN OR CLOTHING: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.
In case of eye contact	:	IF IN EYES: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.
If swallowed	:	IF SWALLOWED: Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person.
Most important symptoms and effects, both acute and delayed	:	None known.
Notes to physician	:	Probable mucosal damage may contraindicate the use of gastric lavage.

SECTION 5. FIREFIGHTING MEASURES

Suitable extinguishing media	:	Water only. Do not use dry extinguishers containing ammonium compounds.
Specific hazards during firefighting	:	Strong oxidizer
Further information	:	Use water to cool containers exposed to fire. See Section 6 for protective equipment for fire fighting.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures	:	Response to a large quantity spill (100 pounds or greater) or when dusting or decomposition gas exposure could occur requires the use of a positive pressure full face supplied air repirator or self contained breathing apparatus (SCBA), chemical resistant gloves, coveralls and boots. In case of fire, this personal protective equipment should be used in addition to normal fire fighter equipment. Hazardous concentrations in air may be found in local spill area and immediately downwind. Remove all sources of ignition. Stop source of spill as soon as possible and notify appropriate personnel. Contact 1-800-654-6911 immediately. DANGER: All spills of this product should be treated as contaminated. Contaminated product may initiate a chemical reaction that may spontane-

		ously ignite any combustible material present, resulting in a fire of great intensity. In case of a spill, separate all spilled product from packaging, debris and other material. Using a clean broom or shovel, place all spilled product into plastic bags, and place those bags into a clean, dry disposal container, properly marked and labeled. Disposal containers made of plastic or metal are recommended. Do not seal disposal containers tightly. Immediately remove all product in disposal containers to an isolated area outdoors. Place all damaged packaging material in a disposal container of water to assure decontamination (i.e. removal of all product) before disposal. Place all undamaged packaging in a clean, dry container properly marked and labeled. Call for disposal procedures. Dispose of spill residues per guidelines under Section 13, Disposal Consideration.
Environmental precautions	:	If the product contaminates rivers and lakes or drains inform respective authorities.
Methods and materials for containment and cleaning up	:	Sweep up and shovel into suitable containers for disposal. Do not flush into surface water or sanitary sewer system. Avoid dust formation.

SECTION 7. HANDLING AND STORAGE

Advice on safe handling	:	Avoid inhalation of dust and fumes. Do not take internally. Avoid contact with skin, eyes and clothing. Upon contact with skin or eyes, wash off with water. Remove contaminated clothing and wash before reuse.
Conditions for safe storage	:	Keep product tightly sealed in original containers. Store product in a cool, dry, well-ventilated area. Store away from combustible or flammable products. Keep product packaging clean and free of all contamination, including, e.g. other pool treatment products, acids, organic materials, nitrogen-containing compounds, dry powder fire extinguishers (containing mono-ammonium phosphate), oxidizers, all corrosive liquids, flammable or combustible materials, etc.
Materials to avoid	:	Do not allow product to come in contact with other materials, including e.g. other pool treatment products, acids, organic materials, nitrogen-containing compounds, dry powder fire extinguishers (containing mono-ammonium phosphate), oxidizers, all corrosive liquids, flammable or combustible materials, etc. A chemical reaction with such substances can cause a fire of great intensity.
Further information on storage stability	:	Average daily temperature of 35° C / 95° F. Storage above this temperature may result in rapid decomposition, evolution of chlorine gas and heat sufficient to ignite combustible products.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

Components	CAS-No.	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
Calcium dihydroxide	1305-62-0	TWA	5 mg/m3	ACGIH
		REL	5 mg/m3	NIOSH/GUIDE
		PEL (Total dust.)	15 mg/m3	OSHA_TRANS
		PEL (Respirable fraction.)	5 mg/m3	OSHA_TRANS
		TWA	5 mg/m3	Z1A

Engineering measures : Local exhaust ventilation or other engineering controls are normally required when handling or using this product to keep airborne exposures below the TLV, PEL or other recommended exposure limit.

Personal protective equipment

Respiratory protection : Wear a NIOSH approved respirator if levels above the exposure limits are possible.
A NIOSH approved full-face air purifying respirator equipped with combination chlorine/P100 cartridges. Air purifying respirators should not be used in oxygen deficient or IDLH atmospheres or if exposure concentrations exceed ten (10) times the published limit.

Hand protection

Remarks : Wear impervious gloves to avoid skin contact. A full impervious suit is recommended if exposure is possible to a large portion of the body. A safety shower should be provided in the immediate work area.

Eye protection : Use chemical goggles.
Emergency eyewash should be provided in the immediate work area.

Skin and body protection : Neoprene, Nitrile, Natural rubber (This includes: gloves, boots, apron, protective suit)

Protective measures : An eye wash and safety shower should be provided in the immediate work area.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	:	tablet
Colour	:	white
Odour	:	Chlorine-like
Odour Threshold	:	no data available
pH	:	10.4 - 10.8 (77 °F / 25 °C)

		Concentration: 1 %
Melting point/freezing point	:	Not applicable
Boiling point/boiling range	:	no data available
Flash point	:	Not applicable
Evaporation rate	:	Not applicable
Flammability (solid, gas)	:	This product is chemically reactive with many substances. Any contamination of the product with other substances by spill or otherwise may result in a chemical reaction and fire.
Flammability (liquids)	:	no data available
Upper explosion limit	:	Not applicable
Lower explosion limit	:	Not applicable
Vapour pressure	:	Not applicable
Relative vapour density	:	no data available
Relative density	:	Not applicable
Water solubility	:	ca. 180 g/l (77 °F / 25 °C)
Partition coefficient: n-octanol/water	:	no data available
Auto-ignition temperature	:	no data available
Decomposition temperature	:	no data available
Viscosity, dynamic	:	no data available
Viscosity, kinematic	:	no data available
Oxidizing properties	:	Oxidizing

SECTION 10. STABILITY AND REACTIVITY

Possibility of hazardous reactions	:	NFPA Oxidizer Class: Meets the criteria of an NFPA Class 3 Oxidizer
Conditions to avoid	:	Do not store next to heat source, in direct sunlight, or elevated storage temperature. Do not store where the daily average temperature exceeds 95 °F. Prevent ingress of humidity and moisture into container or package. Always close the lid.
Incompatible materials	:	This product is chemically reactive with many substances, including, e.g., other pool treatment products, acids, organics, nitrogen-containing compounds, dry powder fire extinguishers (containing mono-ammonium phosphate), oxidizers, corrosive ,flammable or combustible materials. Do not allow product to contact any foreign matter, including other water treatment products. Contamination or improper use may cause a fire of great intensity, explosion or the release of toxic gases. If

		product is exposed to small amounts of water, it can react violently to produce heat and toxic gases and spatter.
Hazardous decomposition products	:	Chlorine

SECTION 11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure	:	Inhalation, skin, eyes, ingestion

Acute toxicity

Acute oral toxicity	:	LD50 (Rat): approximately 800 mg/kg
Acute inhalation toxicity	:	LC50 (Rat): > 2.04 mg/l Exposure time: 1 h Remarks: (Nose Only) LC50 (Rat): > 0.51 mg/l Exposure time: 4 h Remarks: (Nose Only)
Acute dermal toxicity	:	LD50 (Rabbit): > 2,000 mg/kg

Skin corrosion/irritation

Remarks: DRY MATERIAL CAUSES MODERATE SKIN IRRITATION.
WET MATERIAL CAUSES SKIN BURNS.

Serious eye damage/eye irritation

Result: Corrosive to eyes

Respiratory or skin sensitisation

Remarks: This material is not known or reported to be a skin or respiratory sensitizer.

Carcinogenicity

IARC	No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.
OSHA	No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.
NTP	No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.
ACGIH	No component of this product present at levels greater than or equal to 0.1% is identified as a carcinogen or potential carcinogen by ACGIH.

Further information

Remarks: no data available

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity
no data available

Persistence and degradability
no data available

Bioaccumulative potential
no data available

Mobility in soil
no data available

Other adverse effects

Ozone-Depletion Potential	:	Regulation: US. EPA Clean Air Act (CAA) Section 602 Ozone-Depleting Substances (40 CFR 82, Subpt. A, App A & B) Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).
Additional ecological information	:	Highly toxic to fish and other aquatic organisms.

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

Waste from residues	:	If this product becomes a waste, it meets the criteria of a hazardous waste as defined under 40 CFR 261 and would have the following EPA hazardous waste number: D001. As a hazardous solid waste, it must be disposed of in accordance with local, state and federal regulations.

SECTION 14. TRANSPORT INFORMATION

DOT

UN number	:	1748
Proper shipping name	:	Calcium hypochlorite mixtures dry
Transport hazard class	:	5.1
Packing group	:	III
Labels	:	5.1
Emergency Response Guidebook Number	:	140
Environmental hazards	:	yes

TDG

UN number	: 1748
Proper shipping name	: CALCIUM HYPOCHLORITE MIXTURE, DRY
Transport hazard class	: 5.1
Packing group	: II
Labels	: 5.1
Environmental hazards	: yes

IATA

UN number	: 1748
Proper shipping name	: Calcium hypochlorite mixture, dry
Transport hazard class	: 5.1
Packing group	: III
Labels	: 5.1
Environmental hazards	: yes

IMDG

UN number	: 1748
Proper shipping name	: Calcium hypochlorite mixture, dry
Transport hazard class	: 5.1
Packing group	: III
Labels	: 5.1
EmS Number 1	: F-H
EmS Number 2	: S-Q
Environmental hazards	: Marine pollutant: yes

ADR

UN number	: 1748
Proper shipping name	: CALCIUM HYPOCHLORITE MIXTURE, DRY
Transport hazard class	: 5.1
Packing group	: III
Classification Code	: O2
Hazard Identification Number	: 50
Labels	: 5.1
Environmental hazards	: yes

RID

UN number	: 1748
Proper shipping name	: CALCIUM HYPOCHLORITE MIXTURE, DRY
Transport hazard class	: 5.1
Packing group	: III
Classification Code	: O2
Hazard Identification Number	: 50
Labels	: 5.1
Environmental hazards	: yes

Special precautions for user	: none
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	: Not applicable

SECTION 15. REGULATORY INFORMATION

This chemical is a pesticide product registered by the United States Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets (SDS), and for workplace labels of non-pesticide chemicals.

EPA Registration number	:	1258-1179
Signal word	:	DANGER!
Hazard statements	:	Highly Corrosive. Causes skin and eye damage. May be fatal if swallowed. Irritating to nose and throat. This pesticide is toxic to fish and aquatic organisms.

EPCRA - Emergency Planning and Community Right-to-Know Act

CERCLA Reportable Quantity

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)
Calcium hypochlorite	7778-54-3	10	13

SARA 304 Extremely Hazardous Substances Reportable Quantity

This material does not contain any components with a section 304 EHS RQ.

SARA 311/312 Hazards

See above: SECTION 2. Hazard Identification-GHS Classification

SARA 313

This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCMI Intermediate or Final VOC's (40 CFR 60.489).

This product does not contain any VOC exemptions listed under the U.S. Clean Air Act Section 450.

Clean Water Act

The following Hazardous Chemicals are listed under the U.S. CleanWater Act, Section 311, Table 117.3:

Components	CAS-No.	Component RQ

		(lbs)
Calcium hypochlorite	7778-54-3	10

The following Hazardous Substances are listed under the U.S. CleanWater Act, Section 311, Table 116.4A:

Components	CAS-No.	Concentration
Calcium hypochlorite	7778-54-3	65 - 75 %

This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

US State Regulations

Massachusetts Right To Know

Components	CAS-No.
Calcium hypochlorite	7778-54-3
Calcium chlorate	10137-74-3
Calcium dihydroxide	1305-62-0
Calcium carbonate	471-34-1

Pennsylvania Right To Know

Components	CAS-No.
Calcium hypochlorite	7778-54-3
Sodium chloride	7647-14-5
Calcium chloride	10043-52-4
Calcium chlorate	10137-74-3
Calcium dihydroxide	1305-62-0
Calcium carbonate	471-34-1

New Jersey Right To Know

Components	CAS-No.
Calcium hypochlorite	7778-54-3
Sodium chloride	7647-14-5
Calcium chloride	10043-52-4
Calcium chlorate	10137-74-3
Calcium dihydroxide	1305-62-0
Calcium carbonate	471-34-1

California Prop. 65

This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

Canadian lists

NPRI

Canadian National Pollutant Release Inventory (NPRI): No component is listed on NPRI.

The components of this product are reported in the following inventories:

TSCA : This is an EPA registered pesticide.

SECTION 16. OTHER INFORMATION

Full text of other abbreviations

ACGIH	:	US. ACGIH Threshold Limit Values
NIOSH/GUIDE	:	US. NIOSH: Pocket Guide to Chemical Hazards
OSHA_TRANS	:	US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)
Z1A	:	US. OSHA Table Z-1-A (29 CFR 1910.1000)

AICS - Australian Inventory of Chemical Substances; ASTM - American Society for the Testing of Materials; bw - Body weight; CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act; CMR - Carcinogen, Mutagen or Reproductive Toxicant; DIN - Standard of the German Institute for Standardisation; DOT - Department of Transportation; DSL - Domestic Substances List (Canada); ECx - Concentration associated with x% response; EHS - Extremely Hazardous Substance; ELx - Loading rate associated with x% response; EmS - Emergency Schedule; ENCS - Existing and New Chemical Substances (Japan); ErCx - Concentration associated with x% growth rate response; ERG - Emergency Response Guide; GHS - Globally Harmonized System; GLP - Good Laboratory Practice; HMIS - Hazardous Materials Identification System; IARC - International Agency for Research on Cancer; IATA - International Air Transport Association; IBC - International Code for the Construction and Equipment of Ships carrying Dangerous Chemicals in Bulk; IC50 - Half maximal inhibitory concentration; ICAO - International Civil Aviation Organization; IECSC - Inventory of Existing Chemical Substances in China; IMDG - International Maritime Dangerous Goods; IMO - International Maritime Organization; ISHL - Industrial Safety and Health Law (Japan); ISO - International Organisation for Standardization; KECI - Korea Existing Chemicals Inventory; LC50 - Lethal Concentration to 50 % of a test population; LD50 - Lethal Dose to 50% of a test population (Median Lethal Dose); MARPOL - International Convention for the Prevention of Pollution from Ships; MSHA - Mine Safety and Health Administration; n.o.s. - Not Otherwise Specified; NFPA - National Fire Protection Association; NO(A)EC - No Observed (Adverse) Effect Concentration; NO(A)EL - No Observed (Adverse) Effect Level; NOELR - No Observable Effect Loading Rate; NTP - National Toxicology Program; NZIoC - New Zealand Inventory of Chemicals; OECD - Organization for Economic Co-operation and Development; OPPTS - Office of Chemical Safety and Pollution Prevention; PBT - Persistent, Bioaccumulative and Toxic substance; PICCS - Philippines Inventory of Chemicals and Chemical Substances; (Q)SAR - (Quantitative) Structure Activity Relationship; RCRA - Resource Conservation and Recovery Act; REACH - Regulation (EC) No 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals; RQ - Reportable Quantity; SADT - Self-Accelerating Decomposition Temperature; SARA - Superfund Amendments and Reauthorization Act; SDS - Safety Data Sheet; TCSI - Taiwan Chemical Substance Inventory; TSCA - Toxic Substances Control Act (United States); UN - United Nations; UNRTDG - United Nations Recommendations on the Transport of Dangerous Goods; vPvB - Very Persistent and Very Bioaccumulative

1
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Revision Date : 2019.04.30

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

Date format : yyyy/mm/dd

US / EN

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES [ ] NO [X] If yes, to what campaign committee?

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: Commercial Clearwater Company, Inc.

Print Name: Paul Robert Meilink

Title: President

10/25/19 PRM

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

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

None

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

None

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

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

YES [ ] NO [X] 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.

Vendor: Commercial Company, Inc. - clearwater

Print Name: Paul Robert McKinlay

Title: President

Signature Paul Robert McKinlay

10/25/2019

PRM

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Paul Robert Meilink
   Date of birth: 08/14/66 Place 11/25/19
   Home address: 30 I.O Willets Road
   City: Albertson State: NY Zip Code: 11507
   Business Address: 351 Westbury Ave
   City: Carle Place State: NY Zip Code: 11514
   Telephone: 516-294-7985
   Other present address(es):
   City: State: Zip Code:
   Telephone:
   List of other addresses and telephone numbers attached

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

President	4/1/1983	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   Owner 100% equity interest

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or 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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

CERTIFICATION

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

Commercial Cleaners Company, INC.
Name of submitting business

Paul Robert Meilink
Print name

President
Title

CERTIFICATION

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

I, Paul Robert Meilink 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 Oct 2019

Cecilia Margiotta
Notary Public

MARGIOTTA, CECILIA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6209002
Qualified in Nassau County
My Commission Expires July 13, 2021

Commercial Clearwater Company, INC.
Name of submitting business

Paul Robert Meilink
Print name

Paul Robert Meilink
Signature

President
Title

10, 10, 2019

Business History Form

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

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

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

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

Date: 09/04/2019

1) Proposer's Legal Name: Commercial Clearwater Company, INC.

2) Address of Place of Business: 351 Westbury Ave

City: Carle place State: New York Zip Code: 11514

3) Mailing Address (if different): P.O. Box 909

City: Plandome State: New York Zip Code: 11030

Phone: 516-294-7985

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

4) Dun and Bradstreet number: 786 746500

5) Federal I.D. Number: 11-2845353

6) The proposer is a: 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, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [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, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable

federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all

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 conflicts exist

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

Annually review to confirm. no conflict exists

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

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

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

i) Date of formation; April 11 1983

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

Paul Robert Mellink P.O. Box 909, Plandome, N.Y 11030

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

Paul Robert Mellink, President

iv) State of incorporation (if applicable); New York

v) The number of employees in the firm; 8+ see attached #1.

vi) Annual revenue of firm; 1,000,000 +

vii) Summary of relevant accomplishments 44 years sucessful in Pool Busines

B. Indicate number of years in business.

44 years +

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

25+ years working with Nassau County

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 See attached #

Company: Village of Mineola
Contact Person: Tom Bini
Address: 155 Washington Avenue
City: Mineola State: NY 11501
Telephone: 516-746-5291
Fax #: 516-746-5290
E-Mail Address: DPW@mineola-NY.gov

Company: Town of Babylon
Contact Person: Shan Dozier
Address: 209 North Indiana Ave
City: Babylon State: NY 11703
Telephone:
Fax #:
E-Mail Address: jfrancis@townofbabylon.com

Company: Long Beach High School
Contact Person: Steve Lahey
Address: 1001 Lindell Blvd
City: Long Beach State: NY 11561
Telephone: 516-897-2248
Fax #: 516-897-2249
E-Mail Address: slahey@lbeach.org

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

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

CERTIFICATION

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

Name of submitting business: Commercial Cleaning Company, INC.

By: [signature] PAUL ROBERT MEILINK
Print Name

President
Title

10/25/19 PRM

COUNTY OF NASSAU

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

1. Name of the Entity: Commercial Clearwater Company, INC.

Address: P.O BOX 909

City: Plandome State: NY Zip Code: 11030

2. Entity's Vendor Identification Number: 11-2845353

3. Type of Business: Corporation (specify) S type.

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 file(s): YES [ ] NO [X]

Paul Robert Meiling 100% President
P.O. BOX 909, Plandome, 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.

If none, explain

Paul Robert Meiling 100% President P.O. BOX 909 Plandome, 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.

None

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

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

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

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

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

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.

PAUL ROBERT MEILINK

Print Name: Paul Robert Meilink

Title: President

10/25/2019 PRM

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.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 01/20/20

PRODUCER

STERLING COVERAGES, INC
T/A NATIONAL HOUSE
2332 TALLWOOD TRAIL
VIRGINIA BEACH VA 23456-
(757) 689-3940 ( ) -

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

COMMERCIAL CLEARWATER CO,
P.O. BOX 909

PLANDOME NY 11030-
(516) 294-7985

COMPANIES AFFORDING COVERAGE

COMPANY A: LIBERTY MUTUAL INS.
COMPANY B: WESCO INS.
COMPANY C: NY STATE INSURANCE FUND
COMPANY D:

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY					
	[X] COMMERCIAL GENERAL LIABILITY	BKO (21)57132230	01/29/20	01/29/21	GENERAL AGGREGATE	$3,000,000
	[ ] CLAIMS MADE [X] OCCUR				PRODUCTS - COMP/OP AGG	$1,000,000
	[X] OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY	$1,000,000
					EACH OCCURRENCE	$1,000,000
					FIRE DAMAGE (Any one fire)	$300,000
					MED EXP (Any one person)	$10,000
B	AUTOMOBILE LIABILITY					
	[ ] ANY AUTO	WPP005222500	10/21/19	10/21/20	COMBINED SINGLE LIMIT	$1,000,000
	[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	[X] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS				PROPERTY DAMAGE	$
	[X] NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	[ ] ANY AUTO		/ /	/ /	OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
A	EXCESS LIABILITY					
	[X] UMBRELLA FORM	USO (21)57132230	01/29/20	01/29/21	EACH OCCURRENCE	$2000000
	[ ] OTHER THAN UMBRELLA FORM				AGGREGATE	$2000000
					2000000	$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [X] EXCL	H 866 735-5	04/23/17	04/23/20	EL EACH ACCIDENT	$SEE
					EL DISEASE - POLICY LIMIT	$ ATTACHED
					EL DISEASE - EA EMPLOYEE	$
A	OTHER	BKO(21)57132230	01/29/20	01/29/21	BPP - RC	60,000
					CONT. EQPT	20,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER, AS EVIDENCED HEREWITH, IS AN ADDITIONAL INSURED, AS RESPECTS PROPOSAL 88540-09129-174

CERTIFICATE HOLDER

NASSAU COUNTY OFFICE OF PURCHASING
1 WEST STREET
NORTH ENTRANCE
MINEOLA NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

NYSIF
New York State Insurance Fund

8 CORPORATE CENTER DR, 2ND FLR, MELVILLE, NEW YORK 11747-3166
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 112845353
COMMERCIAL CLEARWATER CO INC
P.O. BOX 909
PLANDOME NY 11030

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
COMMERCIAL CLEARWATER CO INC P.O. BOX 909 PLANDOME NY 11030	NASSAU COUNTY OFFIC PURCHASING ATTN: D CIMINERA 1 WEST STREET MINEOLA NY 11507

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
H 866 735-4	969295	04/23/2019 TO 04/23/2020	9/11/2019

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 866 735-4, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 975026401

U-26.3

Nassau County
Office of Purchasing

A-7-20

Staff Summary A-07-2020

Subject: Mobile Command Center (RQEM19000005)	Date: October 16, 2019
Department: Department of Shared Services/ Office of Purchasing	Vendor Name: LDV, Inc
Department Head Name: Melissa Gallucci	Contract Number: A-07-2020
Department Head Signature: Melissa Gallucci	Contract Manager Name: Anette Sullivan, Buyer

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

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
	Dept. Head		
	Budget	01/24/2020	County Atty.
	Deputy C.E.	1/24/2020	County Exec.

Narrative

Purpose: To authorize and award a purchase order for a mobile command center for the Nassau County Office of Emergency Management. A mobile command center is an extension of the County's Emergency Operation Center, allowing the direction of people, resources, and information, and controls events to avert a crisis/emergency and minimize/avoid impacts should an incident occur.

Discussion: The mobile command center is being purchased through the GSA 1122 Program, in accordance with General Municipal Law 104(2). The New York State Office of General Services has certified the County as a qualified participant in the 1122 Program and has approved the purchase of this mobile command center from LDV, Inc. at a cost of $214,373. After certification from New York State Office of General Services, to further ensure that the County is receiving competitive pricing, the Department of Shared Services, Office of Purchasing, conducted a mini-bid through the GSA Advantage platform, soliciting quotes from 23 vendors. The County received two bids, with LDV, Inc. being the lowest responsive bidder after the mini-bid process. LDV, Inc. is not a MWBE, veteran, or service disabled veteran owned business.

Impact on Funding: The maximum amount authorized under this purchase order is Two Hundred Fourteen Thousand Three Hundred Seventy-Three Dollars ($214,373) from grant funds, EMGRTGUX7FED, SUBOBJ BB207.

Recommendation: Office of Purchasing recommends an award be given to LDV, Inc. through the GSA 1122 Program, in accordance with General Municipal Law 104(2).

APPROVED: 01/24/2020

JAN 23 20 P 1:03

RULES RESOLUTION 2020

A RESOLUTION AUTHORIZING THE COMMISIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY OFFICE OF EMERGENCY MANAGEMENT, AND LDV, INC.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING desires to purchase a Mobile Command Center through the GSA 1122 Program, in accordance with General Municipal Law 104(2); and

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Purchase Order with LDV, Inc.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-07-2020**

FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: October 16, 2019

SUBJECT: RESOLUTION – THE NASSAU COUNTY OFFICE OF EMERGENCY MANAGEMENT.

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF TWO HUNDRED FOURTEEN THOUSAND THREE HUNDRED SEVENTY-THREE DOLLARS ($214,373.00) ON BEHALF OF THE NASSAU COUNTY OFFICE OF EMERGENCY MANAGEMENT TO LDV, INC., WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE FOR THE NASSAU COUNTY OFFICE OF EMERGENCY MANAGEMENT. THIS PURCHASE IS BEING MADE THROUGH THE GSA 1122 PROGRAM, IN ACCORDANCE WITH GENERAL MUNICIPAL LAW 104(2).

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

Melissa Gallucci

MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

MS: br
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES [ ] NO [X] If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
Matthew Schwind [MSCHWIND@LDVUSA.COM]

Dated: 01/21/2020 05:06:22 PM

Vendor: LDV, Inc.

Title: Sales Coordinator

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):

N/A

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

N/A

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

N/A

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

N/A

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?

YES [ ] NO [X] If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:
Matthew Schwind [MSCHWIND@LDVUSA.COM]

Dated: 01/21/2020 05:07:15 PM

Vendor: LDV, Inc.

Title: Sales Coordinator

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Mary Lynch
   Date of birth 05 / 23 / 1974
   Home address 2819 S Browns Lake Drive
   City/state/zip Burlington, WI 53105
   Business address 180 Industrial Drive
   City/state/zip Burlington, WI 53105
   Telephone 262-757-2474
   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 6 / 2007
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President 01/01/2013 ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES X NO ___ If Yes, provide details. 13% of the organization.

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.

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

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

a. Been debarred by any government agency from entering into contracts with that agency? NO __X__ YES _____ If Yes, provide details for each such instance.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO __X__ YES ___ If Yes, provide details for each such instance.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO __X__ YES ___ If Yes, provide details for each such instance.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO __X__ YES ___ If Yes, provide details for each such instance.

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

a) Is there any felony charge pending against you? NO __X__ YES ___ If Yes, provide details for each such charge.

b) Is there any misdemeanor charge pending against you? NO __X__ YES ___ If Yes, provide details for each such charge.

c) Is there any administrative charge pending against you? NO __X__ YES ___ If Yes, provide details for each such charge.

d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO __X__ YES ___ If Yes, provide details for each such conviction.

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

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

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

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

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

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

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

Sworn to before me this 17 day of Sept 2019

K E D
Notary Public

KAREN E. DECHANT NOTARY PUBLIC STATE OF WISCONSIN

LDV Inc
Name of submitting business

MARY LYNCH
Print name

Signature

Vice President
Title

09 / 17 / 19
Date

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

PRINCIPAL QUESTIONNAIRE FORM

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

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Patrick D. Lynch
   Date of birth 04 / 02 /1972
   Home address 30715 Cedar Drive
   City/state/zip Burlington, WI 53105
   Business address 180 Industrial Drive
   City/state/zip Burlington, WI 53105
   Telephone n/a 800.558.5986
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer 01 / 01 / 2014
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES X NO ___ If Yes, provide details. 13%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES ___ NO X If Yes, provide details.

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

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

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

BIDDER SIGN HERE _____ BIDDER

Shareholder / Treasurer TITLE

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

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

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

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

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

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

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

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

BIDDER SIGN HERE _____ BIDDER

Shareholder / Treasurer
TITLE

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

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

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

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

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

BIDDER SIGN HERE _____ Shareholder / Treasurer
BIDDER TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

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, Patrick Lynch, 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 September 20 19

Notary Public

KIMBERLY J. HODKIEWICZ NOTARY PUBLIC STATE OF WISCONSIN

LDU, Inc.
Name of submitting business

Patrick Lynch
Print name

Signature

Treasurer
Title

9/25/19
Date

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

PRINCIPAL QUESTIONNAIRE FORM

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

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Rick Guerra
   Date of birth 03 / 21 /1978
   Home address 1533 Barbara St
   City/state/zip Burlington, WI 53105
   Business address 180 Industrial Ave.
   City/state/zip Burlington, WI 53105
   Telephone 262-757-2429
   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 11 /01 /2015
   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.

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

BIDDER SIGN HERE _____ Secretary
BIDDER TITLE

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

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

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

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

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

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

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

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

Sworn to before me this 1 day of October 2019

Notary Public

KIMBERLY J. HODKIEWICZ NOTARY PUBLIC STATE OF WISCONSIN

LDV, Inc.
Name of submitting business

Richard Guerra
Print name

Signature

V.P.
Title

10 / 1 / 2019
Date

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

BIDDER SIGN HERE _____ V.P.
BIDDER TITLE

PRINCIPAL QUESTIONNAIRE FORM

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

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Kurt Petrie
   Date of birth 07 / 28 / 1961
   Home address 30518 Durand Ave.
   City/state/zip Burlington, WI 53105
   Business address 180 Industrial Drive
   City/state/zip Burlington, WI 53105
   Telephone 262-757-2502
   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 6/3/2010 / X / ____ Treasurer ____/____/____
   Chairman of Board ____/____/____ Shareholder ____/____/____
   Chief Exec. Officer ____/____/____ Secretary ____/____/____
   Chief Financial Officer ____/____/____ Partner ____/____/____
   Vice President ____/____/____ _____ ____/____/____
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO X If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES ___ NO X If Yes, provide details.

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

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

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

BIDDER SIGN HERE _____ President
BIDDER TITLE

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

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

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO _X_ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO _X_ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO _X_ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO _X_ If Yes, provide details for each such instance.

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

   a) Is there any felony charge pending against you? YES ____ NO _X_ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO _X_ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO _X_ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO _X_ If Yes, provide details for each such conviction.

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

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

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, Kurt Petrie, 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 17th day of Sept 2019

Deanna Wetzel
Notary Public

DEANNA WETZEL NOTARY PUBLIC STATE OF WISCONSIN

LDV, Inc.
Name of submitting business

Kurt Petrie
Print name

Signature

President
Title

9 / 17 / 2019
Date

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

BIDDER SIGN HERE _____ BIDDER

President TITLE

PRINCIPAL QUESTIONNAIRE FORM

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

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Michael J. Lynch
   Date of birth 06 / 13 /1970
   Home address 1084 LaGrange
   City/state/zip Lake Geneva, WI 53147
   Business address 180 Industrial Drive
   City/state/zip Burlington, WI 53105
   Telephone n/a 800.558.5986
   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 01 / 01 / 2007
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES X NO ___ If Yes, provide details. 13%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES ___ NO X If Yes, provide details.

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

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

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

BIDDER SIGN HERE _____ Shareholder
BIDDER TITLE

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

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

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES _____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES _____ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES _____ NO X If Yes, provide details for each such instance.

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

   a) Is there any felony charge pending against you? YES _____ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES _____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES _____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES _____ NO X If Yes, provide details for each such conviction.

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

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

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

Sworn to before me this 24 day of 09 2019

Notary Public

Emily L Klepel Notary Public State of Wisconsin

LPV, INC.
Name of submitting business

Michael Lynch
Print name

Signature

Shareholder
Title

9, 24, 19
Date

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

BIDDER SIGN HERE _____ _____
BIDDER TITLE

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". No blanks.

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

Date: 10/18/2019

1) Proposer's Legal Name: LDV, Inc.

2) Address of Place of Business: 180 Industrial Drive, Burlington, WI 53105

List all other business addresses used within last five years:
None

3) Mailing Address (if different): Same as above

Phone : 262-757-2476

Does the business own or rent its facilities? Owns

4) Dun and Bradstreet number: 089845598

5) Federal I.D. Number: 39-1281237

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation 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. _____

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

BIDDER SIGN HERE _____ President
BIDDER **TITLE**

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes X No ____ If Yes, provide details for each such investigation. There was an OSHA Violation in 2017 due to an employee injury. After the OSHA investigation was completed, it was determined that there was no citation for the incident. However, during the OSHA investigation there was a saw that was not in use, however it did not have a guard. LDV, Inc. responded by immediately removing the saw from the premises.

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. _____

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

BIDDER SIGN HERE _____ BIDDER

President TITLE

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.
LDV, Inc. has no employees or establishments in Nassau County, therefore there should be no conflict of interest. However, if a conflict of interest were to occur, we would immediately contact Nassau County and make them aware of the situation and request their guidance in handling the conflict of interest.

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

Should the proposer be other than an individual, the Proposal **MUST** include: See Attached Doc

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 Southold Town Police Department

Contact Person Chief Martin Flatley

Address 41405 Route 25, PO BOX 911

City/State Peconic, NY 11958

Telephone 631-765-3115

Fax # 631-765-2715

E-Mail Address mfaltely@town.southold.ny.us

Company Elmira Police Department

Contact Person Amy Taft

Address 317 E. Church Street

City/State Elmira, NY 14901

Telephone 607-737-5626

Fax # n/a

E-Mail Address n/a

Company Gloucester Township Police Department

Contact Person Captain Brian McKendry

Address 1261 Chews Landing Rd.

City/State Laurel Springs, NJ 08021

Telephone 609-605-8187

Fax # n/a

E-Mail Address bmckendry@gtpolice.com

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

BIDDER SIGN HERE _____ President

BIDDER TITLE

CERTIFICATION

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

I, Kurt Petrie, 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 2nd day of December, 2019

Deanna Wetzel
Notary Public

DEANNA WETZEL NOTARY PUBLIC STATE OF WISCONSIN

Name of submitting business: LDV, Inc.

By: Kurt Petrie
Print name

Signature

President
Title

12 / 2 / 2019
Date

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

BIDDER SIGN HERE _____ President
BIDDER **TITLE**

LDV
CUSTOM SPECIALTY VEHICLES

i) Date of Formation: 9/29/1977

ii) Name, Addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
   a. Mary E Lynch – 2819 S Browns Lake Drive, Burlington, WI 53105 – Vice President
   b. Patrick D Lynch – 30715 Cedar Drive, Burlington, WI 53105 – Director / Shareholder
   c. Michael J Lynch – 1084 LaGrange, Lake Geneva, WI 53147 – Director / Shareholder

iii) Name, Address and position of all officers and directors of the company;
   a. Mary E Lynch – 2819 S Browns Lake Drive, Burlington, WI 53105 – Vice President
   b. Patrick D Lynch – 30715 Cedar Drive, Burlington, WI 53105 – Director / Shareholder
   c. Michael J Lynch – 1084 LaGrange, Lake Geneva, WI 53147 – Director / Shareholder
   d. Kurt B Petrie – 30518 Durand Ave, Burlington, WI 53105 – President
   e. Rick Guerra – 1533 Barbara St, Burlington, WI 53105 – Secretary

iv) State of Corporation;
   a. Wisconsin

v) The number of employees in the firm;
   a. 270

vi) Annual Revenue of the firm;
   a. Approximately $30,000,000.00

vii) Summary of relevant accomplishments
   a. LDV, Inc. was established on September 29, 1977 initially as a Snap-on mobile tool store manufacturer and began building specialty service vehicles in other markets in 1986. LDV, Inc. is the global leading manufacturer of emergency response, mobile medical, bookmobiles, library outreach and commercial specialty vehicles. Our long-standing reputation for unmatched quality, performance and vehicle reliability makes us the most trusted resource in the industry.
   As one of the most innovative companies in the world, we were the first-to-market with a number of industry innovations and the only supplier that utilizes Intel-I-Touch™, a single-touch activation panel that controls all operating and power management systems on the vehicle. Not surprisingly, LDV is the chosen vendor for the most prestigious corporations, U.S. and international government agencies and builds 9 out of every 10 Snap-on Mobile Tool Stores.

viii) Copies of all state and local licenses and permits. (See attached)

ix) Indicate number of years in business: 42 years

DEPARTMENT OF
FINANCIAL INSTITUTIONS

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
DIVISION OF MOTOR VEHICLES

DIVISION OF
MOTOR VEHICLES

MOTOR VEHICLE DEALER - RECREATIONAL VEHICLE DEALER
SALES FINANCE - MANUFACTURER - DISTRIBUTOR

LICENSE CERTIFICATE

The person, firm or corporation whose name appears on this license has complied with the requirements of Wisconsin statutes and is hereby licensed to engage in business as a motor vehicle dealer sales finance company and / or as a motor vehicle dealer, recreational vehicle dealer, manufacturer or distributor to sell, manufacture or distribute the makes of vehicles printed below.

This license and your license plates cannot be assigned or transferred.

If there is a change of ownership or if licensee discontinues business at this location this certificate and all dealer's license plates of the number shown hereon must be returned immediately for cancellation.

LICENSE NUMBER
MV-3961

ISSUED
12/01/2018

EXPIRES
11/30/2020

MAKES
LDV MRGO TRDY UTIM

BRANCH / SUBLOT

LDV INC
180 INDUSTRIAL DR
BURLINGTON WI 53105-2307

Mailing addr exists 53105

MV1045 10/2008

POST IN A CONSPICUOUS PLACE

DEPARTMENT OF
FINANCIAL INSTITUTIONS

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
DIVISION OF MOTOR VEHICLES

DIVISION OF
MOTOR VEHICLES

MOTOR VEHICLE DEALER - RECREATIONAL VEHICLE DEALER
SALES FINANCE - MANUFACTURER - DISTRIBUTOR

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The person, firm or corporation whose name appears on this license has complied with the requirements of Wisconsin statutes and is hereby licensed to engage in business as a motor vehicle dealer sales finance company and / or as a motor vehicle dealer, recreational vehicle dealer, manufacturer, or distributor to sell, manufacture or distribute the makes of vehicles printed below.

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BRANCH / SUBLOT

MAKES
TRDY LDV MRGO UTIM

LDV INC
180 INDUSTRIAL DR
BURLINGTON WI 53105-2307

Mailing addr exists 53105

MV1045 10/2008

POST IN A CONSPICUOUS PLACE

PERRY JOHNSON REGISTRARS, INC.

Certificate of Registration

Perry Johnson Registrars, Inc., has audited the Quality Management System of:

LDV, Inc.
180 Industrial Drive, Burlington, WI 53105 United States
(This is a campus scheme. See Appendix for site specific details.)

(Hereinafter called the Organization) and hereby declares that Organization is in conformance with:

ISO 9001:2015

This Registration is in respect to the following scope:

Design, Fabrication, Integration, Upfit and Retrofit of Emergency Response and Commercial Specialty Vehicles

This Registration is granted subject to the system rules governing the Registration referred to above, and the Organization hereby covenants with the Assessment body duty to observe and comply with the said rules.

Terry Boboige

Terry Boboige, President
Perry Johnson Registrars, Inc. (PJR)
755 West Big Beaver Road, Suite 1340
Troy, Michigan 48084
(248) 358-3388

PERRY JOHNSON REGISTRARS, INC.

UKAS MANAGEMENT SYSTEMS 0105

ANAB ACCREDITED MANAGEMENT SYSTEMS CERTIFICATION BODY

The use of the UKAS accreditation symbol is in respect to the activities covered by the Accreditation Certificate Number 0105.
The validity of this certificate is dependent upon ongoing surveillance.

Effective Date: July 20, 2018
Expiration Date: July 1, 2021

Certificate No.: C2018-02952

PERRY JOHNSON REGISTRARS, INC.

Appendix

180 Industrial Drive, *Burlington, WI 53105 United States*	*Design, Fabrication, Integration, Upfit and Retrofit of Emergency Response and Commercial Specialty Vehicles*
170 Industrial Drive, *Burlington, WI 53105 United States*	*Metal Fabrication*
800 Krift, *Burlington, WI 53105 United States*	*Quality Control*

Terry Boboige, President

Perry Johnson Registrars, Inc. (PJR)
755 West Big Beaver Road, Suite 1340
Troy, Michigan 48084
(248) 358-3388

COUNTY OF NASSAU

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

1. Name of the Entity: LDV, Inc.

Address: 180 Industrial Drive

City: Burlington State: WI Zip Code: 53105

2. Entity's Vendor Identification Number: 391281237

3. Type of Business: Public Corp (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):

3 File(s) uploaded

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain. See next page

As of January 1 2019 Dennis LYNCH and David LYNCH are no longer shareholders.
51% is owned by trusts owned by Mary LYNCH, Michael LYNCH and Patrick LYNCH.
The remaining 49% is owned by Mary LYNCH, Michael LYNCH and Patrick LYNCH personally.
For proof/verification you can email rguerra@shoplynch.com which is Rick Guerra's email address who is our Secretary.

No shareholders, members, or partners have been attached to this form.

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

NONE

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

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

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

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

N/A

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

N/A

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

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

Electronically signed and certified at the date and time indicated by:
Matthew Schwind [MSCHWIND@LDVUSA.COM]

Dated: 10/08/2019 02:19:13 PM

Title: Sales Coordinator

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.

Michael J Lynch –1084 LaGrange, Lake Geneva WI 53147
Corp address: 23000 Sharon Lane, Waterford WI 53185

Patrick D Lynch –30715 Cedar Drive, Burlington WI 53105
Corp address: 2300 Browns Lake Drive, Burlington WI 53105

Mary E Lynch –2819 S Browns Lake Drive, Burlington WI 53105
Corp address: 180 Industrial Drive, Burlington WI 53105

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/27/2019

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

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

PRODUCER Associated Benefits and Risk Consulting, LLC 100 N Corporate Dr, Suite 100 Brookfield WI 53045	CONTACT NAME: Andrew Thompson PHONE (A/C, No, Ext): 262-446-5426 FAX (A/C, No): 262-542-9750 E-MAIL ADDRESS: DivCerts@AssociatedBRC.com
INSURED LDV, Inc. 180 Industrial Drive Burlington WI 53105 LYNCMOT-01	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Indemnity Company of America — 25666 INSURER B : Travelers Property Casualty Company of America — 25674 INSURER C : Travelers Indemnity Company of Connecticut — 25682 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1555962140 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			Y-630-3E821958-TIA-19	4/11/2019	4/11/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AD-3E857470-19-CAG	4/11/2019	4/11/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			ZUP-15S3202A-19-NF	4/11/2019	4/11/2020	EACH OCCURRENCE AGGREGATE $	$ 25,000,000 $ 25,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB-4K056340-19-14-V (WI)	4/11/2019	4/11/2020	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
B B	Garagekeepers Auto Dealers Professional Liability			AD-3E857470-19-CAG ZPL-15S8783A-19-43	4/11/2019 4/11/2019	4/11/2020 4/11/2020	Comp & Coll Physical Damage Aggregate & Ea Act	$5Mil/$1000 Ded $14Mil/$1000 Ded 1,000,000

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

FOLLOWING ENDORSEMENTS APPLY TO THE NAMES/PROJECTS/EVENTS LISTED BELOW ONLY IF REQUIRED BY WRITTEN CONTRACT OR AGREEMENT: General Liability: Blanket Additional Insured Including Ongoing and Completed Operations per Form CG D2 46 04 19; Primary And Non-Contributory per Form CG T1 00 02 19; Blanket Waiver of Subrogation per Form CG D4 58 02 19. Automobile Liability: Customer as Insured Primary Coverage per form CA 00 25 10 13; Blanket Waiver of Subrogation per Form CA T4 25 02 15. Umbrella: Excess Follows per Form EU 00 01 07 16. The additional insured and waiver of subrogation coverages indicated by the box(es) checked above are provided by the listed endorsements that only extend coverage if required of the insured by a written contract or agreement.

NC 1 West Street Mineola, N.Y. 11501 is included per the forms listed

CERTIFICATE HOLDER

Nassau County
Office of the County Executive
1550 Franklin Avenue
Mineola NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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FORMAL BID RECOMMENDATION

BID NUMBER GSA E BUY OPEN August 2019 TITLE: Command Center
DATE: 10/22/19 TO: **BUYER –Anette Sullivan** FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.

FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: 10/22/19
To: Supervisor From: Buyer Anette Sullivan

List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 10/22/19

To: Buyer From: Director

☒ Approved for Award

☐ Hold award pending discussion

☒ Subject to Legislature Approval

_____ Director

Item	Bid Results Bidder
	Recommend an award be made to LDV, Inc. as the lowest responsible bidder meeting specifications.
	Bid was processed through GSA E BUY by Claudia Colasaurdo

Bids attached

GSA eBuy!

RFQ ID: RFQ1380753S

✔ Active

Pending Response

Quote ID: RFQ1380753S-OSF

Vendor
LDV, INC. (S)

Total Quote Price:
$214,373.00

This quote is good until:
09/27/2019 01:00 PM EDT

DUNS:
089845598

Contract #
GS-30F-0009L

Prompt Pay:
30 Days 0.0%

Contact
Mary Lynch
262-757-2429
mlynch@ldvusa.com

Contract End Date
07/11/2021

FOB:
Origin/GBL

Source/Category
23 V/190 05

Vendor Comments & Attachments

Vendor Comments

No Comments

Vendor Attachments

LDV Cover Letter

LDV References

LDV Bid Specifications

LDV Drawings

Add Delete Price Sheet

Capability Statement

ISO Certification

Line Items

Mfr. Part/Item #	Manufacturer	Product/Service Name	Qty	Unit	Unit Price	Total Price
EODMCC181637	LDV, Inc.	Mobile Command Center / HNT UNIT	1	EA	$211,717.00	$211,717.00

Total Line Items: $211,717.00

Total Dollar Amount in Attachments: $0.00

FOB Transportation Cost: $2,656.00

Total Quote: $214,373.00

RFQ ID: RFQ1380753S

✔ Active

Quote ID: RFQ1380753S-DQH

Pending Response

Vendor
EMI TECHNOLOGIES, INC. (5)

Total Quote Price:
$272,873.58

This quote is good until:
09/27/2019 01:00 PM EDT

DUNS:
147268825

Contract #
47QMCA19D000F

Prompt Pay:
0 Days 0.0%

Contact
Jose Alvarez
575-532-9190
joea@emitechnologies.com

Contract End Date
01/28/2024

FOB:
Destination

Source/Category
23 V/190 05

Vendor Comments & Attachments

Vendor Comments

EMI is offering product currently on our GSA schedule

Vendor Attachments

EMI Response

Mail list

Line Items

Mfr. Part/Item #	Manufacturer	Product/Service Name	Qty	Unit	Unit Price	Total Price
EMISHLTR14FT	EMI Technologies, Inc.	EMISHLTR14FT	1	EA	$272,873.58	$272,873.58

Total Line Items: $272,873.58

Total Dollar Amount in Attachments: $0.00

FOB Transportation Cost: $0.00

Total Quote: $272,873.58

Buyer Notes

Comments

30	"Autos" Left With You For Service, Repair, Storage Or Safekeeping	Any land motor vehicle, trailer or semitrailer lawfully within your possession for service, repair, storage or safekeeping, with or without the vehicle owner's knowledge or consent. This also includes "autos" left in your care by your "employees" and members of their households who pay for the services performed.
31	"Auto" Dealers' "Autos" (Physical Damage Coverages)	Any "autos" and the interests in these "autos" described in Item Six of the Declarations.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **21, 22, 23, 24, 25** or **26** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **27** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
   a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
   b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
   a. Breakdown;
   b. Repair;
   c. Servicing;
   d. "Loss"; or
   e. Destruction.

D. Covered Autos Liability Coverage

1. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered "Autos" Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

2. Who Is An Insured

The following are "insureds" for covered "autos":

a. You for any covered "auto".
b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

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(1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing or repairing "autos" unless that business is yours.

(4) Your customers. However, if a customer of yours:

(a) Has no other available insurance (whether primary, excess or contingent), they are an "insured" but only up to the compulsory or financial responsibility law limits where the covered "auto" is principally garaged.

(b) Has other available insurance (whether primary, excess or contingent) less than the compulsory or financial responsibility law limits where the covered "auto" is principally garaged, they are an "insured" only for the amount by which the compulsory or financial responsibility law limits exceed the limit of their other insurance.

(5) A partner (if you are a partnership), or a member (if you are a limited liability company), for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

d. Your "employee" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

3. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

(1) All expenses we incur.

(2) Up to $2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

(5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

(1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

4. Exclusions

This insurance does not apply to any of the following:

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2. The following is added to Paragraph **D., Who Is An Insured**, of **SECTION II – GENERAL LIABILITY COVERAGES**:

   Any person who, with your expressed or implied consent, uses or is responsible for the use of a watercraft you do not own that is:

   a. Fifty feet long or less, and is not being used to carry any person or property for a charge; or

   b. Ashore on premises where you conduct "auto dealer operations".

3. The following is added to Paragraph **5., Other Insurance**, in Paragraph **B., General Conditions**, of **SECTION IV – CONDITIONS**:

   This Coverage Form's Bodily Injury And Property Damage Liability Coverage for non-owned watercraft is not applicable, and we will not make any payment, if there is other applicable insurance covering such watercraft.

J. NEWLY ACQUIRED OR FORMED AUTO DEALERSHIP – 180 DAYS

The following replaces Paragraph **6.a.** in Paragraph **D., Who Is An Insured**, in Paragraph **A., Bodily Injury And Property Damage Liability**, of **SECTION II – GENERAL LIABILITY COVERAGES**:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the "auto" dealership or the end of the policy period, whichever is earlier; and

K. NOTICE AND KNOWLEDGE OF ACCIDENT, OFFENSE, LOSS OR ACT, ERROR OR OMISSION

The following is added to Paragraph **A.2.a., Duties In The Event Of Accident, Claim, Suit, Loss Or Acts, Errors Or Omissions**, of **SECTION IV – CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident", offense, "loss" or "act error or omission" applies only when the "accident", offense, "loss" or "act error or omission" is known to:

(5) You (if you are an individual);

(6) A partner (if you are a partnership);

(7) A member (if you are a limited liability company);

(8) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(9) Any "employee" authorized by you to give such notice.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **a.** does not affect that requirement.

L. BLANKET WAIVER OF SUBROGATION

The following replaces the first paragraph of Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – CONDITIONS**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

M. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

N. LIMITED WORLDWIDE LIABILITY COVERAGE – INDEMNITY BASIS

1. The following is added to Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – CONDITIONS**:

   The coverage territory described in Paragraph **(5)(a)** also applies with respect to any claim made or "suit" brought outside the United States of America, the territories or possessions of the United States of America, Puerto Rico or Canada. However, for such claim or "suit":

   (a) The following apply:

   (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep

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c. **Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. **Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. **Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. **Representations**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. **Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. **Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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5. The following is added to the **DEFINITIONS** Section:

   "Incidental medical services" means:

   a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

   This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

   a. $10,000; or

   b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

M. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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Nassau County

Office of Purchasing

A-10-20

Staff Summary A-10-2020

Subject: Radio System Maintenance and Repair (S/B 28760-02079-003)	Date: January 29, 2020
Department: Shared Services/Office of Purchasing	Vendor Name: Motorola Solutions, Inc.
Department Head Name: Melissa Gallucci	Contract Number A-10-2020
Department Head Signature Melissa Gallucci	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		
	Budget	02/11/2020 SS	County Atty.
	Deputy C.E.	HW 2/24/2020	County Exec.

Narrative

Purpose: To authorize and award a blanket purchase order for Radio System Maintenance and Repair for the Nassau County Police Department.

Discussion: This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board. A copy of the bid was sent to Minority Affairs.

13 Vendors viewed the bid
1 Woman Owned Business
0 Service Disabled (Veteran) owned
2 Minority Owned
0 Veterans Owned
4 Small business

One bid was received from Motorola Solutions Inc. and is not qualified in any of the categories listed as above.

Impact on Funding: The maximum amount authorized under this blanket purchase order including any renewal options that may be exercised by the Commissioner of Shared Services shall be Fifteen Million Dollars ($15,000,000.) from general funds.

Recommendation: Department of Shared Services, Office of Purchasing recommends an award be given to Motorola Solutions, Inc. as the lowest responsible bidder meeting specifications.

APPROVED: 02/13/20

INSURANCE SECTION

2020 MAR -2 P 12:09

NASSAU COUNTY

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-10-2020**

FROM: MELISSA GALLUCCI – COMMISSIONER OF SHARED SERVICES

DATE: January 29, 2020

SUBJECT: RESOLUTION – THE NASSAU COUNTY POLICE DEPARTMENT

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE AMOUNT OF FIFTEEN MILLION DOLLARS ($15,000,000.00) ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT TO MOTOROLA SOLUTIONS, INC. WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE FOR RADIO SYSTEM MAINTENANCE AND REPAIR.

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

Melissa Gallucci

MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

MS: br
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM

RULES RESOLUTION 2020

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND MOTOROLA SOLUTIONS, INC.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 28760-02079-003 for Radio System Maintenance and Repair for the Nassau County Police Department, as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that Motorola Solutions, Inc. submitted the lowest responsible bid and meets all specifications for the product and/or services described in the said bid document as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Blanket Purchase Order with Motorola Solutions, 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?

YES [ ] NO [X] If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
Matt Tannenbaum [MATT.TANNENBAUM@MOTOROLASOLUTIONS.COM]

Dated: 01/27/2020 03:18:56 PM

Vendor: Motorola Solutions

Title: AE

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.

No lobbyists used for this matter

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

No lobbyists used for this matter

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

No lobbyists used for this matter

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

No lobbyists used for this matter

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

No lobbyists used for this matter

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?

YES [ ] NO [X] If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:
Matt Tannenbaum [MATT.TANNENBAUM@MOTOROLASOLUTIONS.COM]

Dated: 02/06/2020 04:23:54 PM

Vendor: Motorola Solutions

Title: AE

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

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

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: 01/27/2020

1) Proposer's Legal Name: Motorola Solutions INC

2) Address of Place of Business: 123 Tice BLVD, Suite 202

City: Woodcliff Lake State/Province/Territory: NJ Zip/Postal Code: 07677

Country:

3) Mailing Address (if different):

City: State/Province/Territory: Zip/Postal Code:

Country:

Phone:

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

4) Dun and Bradstreet number: 00-132-5463

5) Federal I.D. Number: 36-1115800

6) The proposer is a: Corporation (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, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [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, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

The Department of Labor is currently investigating the Motorola Solutions Pension Plan. This investigation is ongoing and there has not been a final determination with regard to the investigation. In 2018 the Office of Federal Contracts and Compliance Programs (OFCCP) completed the compliance reviews of Motorola Solutions Plantation, Florida; San Diego, CA, and Elgin, IL establishments and found no compliance violations. Earlier, the month, Feb 2019, the OFCCP opened a compliance review of Motorola Solutions Lawrenceville, GA establishment. This review is ongoing. Beyond this matter, no preceding, action of investigation has been commenced in the past five years.

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 investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [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.

17 Conflict of Interest:

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

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

no conflicts exist

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

no conflicts exist

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

no conflicts exist

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

motorola solutions employees are accountable for compliance with Motorola's Code of Business Conduct, which includes a conflict of interest section. Please see page 4 of Code of Business Conduct, for details on Motorola's conflict of interest procedures:

https://www.motorolasolutions.com/content/dam/msi/docs/about-us/cr/solutions_codeofconduct.pdf

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

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

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

i) Date of formation;

01/04/2011

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

See Attatched, complete document

CONSOLUTANTS, CONTRACTOR'S AND VENDOR DISCLOSURE FORM

No individuals with a financial interest in the company have been attached..

1 File(s) Uploaded: Vendor Disclosure Form UPDATED Jan13.pdf

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

See Attatched, complete document

CONSOLUTANTS, CONTRACTOR'S AND VENDOR DISCLOSURE FORM

No officers and directors from this company have been attached.

iv) State of incorporation (if applicable);

DE

v) The number of employees in the firm;

16000

vi) Annual revenue of firm;

7000000000

vii) Summary of relevant accomplishments

See attached

1 File(s) Uploaded: Business History Form UPDATED Jan13.pdf

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

B. Indicate number of years in business.

90

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

See attached Previous Document

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	Mass State Police		
Contact Person	Blair Sutherland		
Address	470 Worcester Road		
City	Framingham	State/Province/Territory	MA
Country			
Telephone	(508) 641-1082		
Fax #			
E-Mail Address	donotemail@none.com		

Company	connecticut state police		
Contact Person	paul zito		
Address	111 country club road		
City	middeltown	State/Province/Territory	CT
Country			
Telephone	(860) 865-8280		
Fax #			
E-Mail Address	donotemail@none.com		

Company	morris county department of public safety		
Contact Person	dave DeCoons		
Address	PO BOX 900		
City	Morristown	State/Province/Territory	NJ
Country			
Telephone	(212) 629-1794		
Fax #			
E-Mail Address	donotemail@none.com		

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

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

CERTIFICATION

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

Name of submitting business: Motorola Solutions Inc

Electronically signed and certified at the date and time indicated by:
Matt Tannenbaum [MATT.TANNENBAUM@MOTOROLASOLUTIONS.COM]

AE
Title

01/27/2020 03:47:11 PM
Date

Section 1: 10-K (10-K)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended December 31, 2017
or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from to
Commission File number 1-7221

MOTOROLA SOLUTIONS, INC.

(Exact name of registrant as specified in its charter)

DELAWARE	**36-1115800**
(State of Incorporation)	(I.R.S. Employer Identification No.)

500 West Monroe Street, Chicago, Illinois 60661
(Address of principal executive offices)
(847) 576-5000
(Registrant's telephone number)
Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Name of Each Exchange on Which Registered
Common Stock, $.01 Par Value per Share	**New York Stock Exchange**

Securities registered pursuant to Section 12(g) of the Act:
None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer", "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒	Accelerated filer ☐	Non-accelerated filer ☐	Smaller reporting company ☐	Emerging growth company ☐

(Do not check if a smaller reporting company)

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of voting and non-voting common equity held by non-affiliates of the registrant as of July 1, 2017 (the last business day of the Registrant's most recently completed second quarter) was approximately $12.6 billion.

The number of shares of the registrant's Common Stock, $.01 par value per share, outstanding as of February 2, 2018 was 161,307,525.

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PART I

Throughout this 10-K report we "incorporate by reference" certain information in parts of other documents filed with the Securities and Exchange Commission (the "SEC"). The SEC allows us to disclose important information by referring to it in that manner. Please refer to such information.

We are making forward-looking statements in this report. In "Item 1A: Risk Factors" we discuss some of the risk factors that could cause actual results to differ materially from those stated in the forward-looking statements.

"Motorola Solutions" (which may be referred to as the "Company," "we," "us," or "our") means Motorola Solutions, Inc. or Motorola Solutions, Inc. and its subsidiaries, or one of our segments, as the context requires. MOTOROLA, MOTO, MOTOROLA SOLUTIONS and the Stylized M Logo, as well as iDEN are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license.

Item 1: Business

General

We are a leading global provider of mission-critical communication infrastructure, devices, accessories, software and services. Our products and services help government, public safety, and commercial customers improve their operations through increased effectiveness, efficiency, and safety of their mobile workforces. We serve our customers with a global footprint of sales in more than 100 countries based on our industry leading innovation and a deep portfolio of products and services.

We are incorporated under the laws of the State of Delaware as the successor to an Illinois corporation, Motorola, Inc., organized in 1928. We changed our name from Motorola, Inc. to Motorola Solutions, Inc. on January 4, 2011. Our principal executive offices are located at 500 W. Monroe Street, Chicago, Illinois 60661.

Business Organization

We conduct our business globally and manage it through two segments: Products and Services.

Products Segment

The Products segment offers an extensive portfolio of infrastructure, devices, accessories, and software. The primary customers of the Products segment are government, public safety and first-responder agencies, municipalities, and commercial and industrial customers who operate private communications networks and manage a mobile workforce. In 2017, the segment's net sales were $3.8 billion, representing 59% of our consolidated net sales. The Products segment has the following two principal product lines:

Devices: Devices includes: (i) two-way portable radios and vehicle-mounted radios, (ii) accessories such as speaker microphones, batteries, earpieces, headsets, carry cases and cables, and (iii) software features and upgrades. Devices represented 74% of the net sales of the Products segment in 2017.

Systems: Systems includes: (i) the radio network core and central processing software, (ii) base stations, (iii) consoles, (iv) repeaters, and (v) software applications and features. Systems represented 26% of the net sales of the Products segment in 2017.

Our Devices and Systems are based on the following industry technology standards:

Industry standard definition	The Association of Public Safety Communications Officials Project 25 standard ("APCO-25")	The European Telecommunications Standards Institute ("ETSI") Terrestrial Trunked Radio standard ("TETRA")	ETSI, Digital mobile radio ("DMR") and professional commercial radio ("PCR") standards
Industry standard name	APCO P25	TETRA	DMR
Motorola Solutions product name	ASTRO	Dimetra IP	PCR MOTOTRBO (Digital)
Primary end users	Government, Public Safety	Government, Public Safety	Commercial
Primary geographic region of use	North America, Latin America, Asia, Middle East, Africa	Europe, Asia, Latin America, Middle East, Africa	All regions

Services Segment

The Services segment provides a full set of service offerings for government, public safety, and commercial communication networks. In 2017, the segment's net sales were $2.6 billion, representing 41% of our consolidated net sales. The Services segment has the following principal product lines:

Integration services	Integration services includes the implementation, optimization, and integration of systems, devices, software, and applications. Integration services represented 30% of the net sales of the Services segment in 2017.
Managed & Support services	Managed & Support services includes a continuum of service offerings beginning with repair, technical support, and hardware maintenance. More advanced offerings include network monitoring, software maintenance, and cyber security services. Managed service offerings range from partial or full operation of customer owned networks to operation of Motorola Solutions owned networks. Services and Software as a Service (SaaS) are provided across all radio network technologies, Command Center Software Offerings, and Smart Public Safety Solutions. Managed & Support services represented 69% of the net sales of the Services segment in 2017.
iDEN services	Integrated Digital Enhanced Network ("iDEN") is a Motorola Solutions proprietary push-to-talk technology. iDEN services consist primarily of hardware and software maintenance services for our legacy iDEN customers and represented 1% of the net sales of the Services segment in 2017.

Strategy and Focus Areas

In 2018, Motorola Solutions will celebrate 90 years of providing public safety and commercial customers with secure and reliable mission critical communications. Our customers have unique voice, data, and operational requirements. We offer comprehensive solutions that include infrastructure, devices, software applications, and services designed and delivered to enable our customers to safely and effectively accomplish their mission.

Our strategy for long-term growth and the evolution of our business includes organic and inorganic investments in the following three areas:

(i) Continued innovation in standards-based voice and data solutions spanning APCO 25, TETRA, DMR, and LTE technologies. Our dedication, focus, and innovation for public safety and commercial solutions built the foundation of our Land Mobile Radio ("LMR") platform business, which is reflected in our installed base of over 12,500 systems deployed in 100+ countries around the world. These systems have a multi-year and often multi-decade life span which drives demand for additional device sales, software upgrades, infrastructure refresh and expansion, as well as additional services to maintain, monitor, and manage these complex networks and solutions. We believe our government and commercial customers will continue to require next-generation systems, enhanced software features and analytics, as well as incremental services to drive operational efficiencies.

(ii) Managed and support services offerings that leverage our large global installed base and allow our customers to improve performance across their systems, devices, and applications for greater safety and productivity. Our comprehensive suite of services - from repair, technical support, security, and system monitoring to operation of customer owned networks or Motorola Solutions owned networks, ensures continuity and reduces risks for continued critical communications operations. Today, agency procurement models are primarily capex investments in customer owned and operated solutions with long-term contracts. As agencies seek budget predictability, increased flexibility, and outcome based solutions, there continues to be a shift to alternative consumption models. We feel our suite of services positions us well for this change and allows us to provide incremental, value-added services for our customers.

(iii) Software solutions to support the entire public safety workflow - from the command center to mobile applications in the field to post-incident analytics. Today, the public safety workflow is addressed by a variety of point solutions. Motorola Solutions is attempting to expand its software offerings to provide solutions across the various segments of the public safety workflow. As the public safety market continues to embrace software offerings to enhance their workflows, we are able to sell cloud-first SaaS offerings in addition to on-premise solutions with ancillary implementation and managed services.

Our Customers and Contracts

We address the communication needs of government agencies, state and local public safety and first-responder agencies, and commercial and industrial customers who utilize private communications networks and manage a mobile workforce. Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment.

Our sales model includes both direct sales by our in-house sales force, which tends to focus on our largest accounts, and sales through our channel partner program. Our trained channel partners include independent dealers, distributors, and software vendors around the world. The dealers and distributors each have their own sales organizations that complement and extend the reach of our sales force. The independent software vendors offer customized applications that meet specific needs in the verticals we serve.

Our largest customers are the U.S. federal government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2017, respectively. The loss of these customers could have a material adverse effect on our revenue

and earnings over several quarters as many of our contracts with these governments are long-term in nature. All contracts with the U.S. federal government, and certain other government agencies within the U.S., are subject to cancellation at the customer's convenience. For a discussion of risks related to government contracting requirements, please refer to "Item 1A. Risk Factors."

Net sales in the Americas continued to comprise a significant portion of our business, accounting for 68%, 68% and 71% of our consolidated net sales in 2017, 2016, and 2015, respectively.

Payment terms with our customers vary worldwide. Generally, contractual payment terms range from 30 to 45 days from the invoice date within North America and typically do not exceed 90 days from the invoice date in regions outside of North America. A portion of our contracts include implementation milestones, such as delivery, installation, and system acceptance, which generally take 30 to 180 days to complete. Invoicing the customer is dependent on completion of the milestones. We generally do not grant extended payment terms. As required for competitive reasons, we may provide long-term financing in connection with equipment purchases. Financing may cover all or a portion of the purchase price.

Generally, our contracts do not include a right of return, other than for standard warranty provisions. Due to customer purchasing patterns and the cyclical nature of the markets we serve, our sales tend to be somewhat higher in the second half of the year, with the fourth quarter being the highest.

Competition

The markets in which we operate are highly competitive. Key competitive factors include: performance, features, quality, availability, warranty, price, vendor financing, availability of service, company reputation and financial strength, partner community, and relationships with customers. Our strong reputation with customers and partners, trusted brand, technology leadership, breadth of portfolio, product performance, and specialized support services position us well for success.

We experience widespread competition from a growing number of existing and new competitors, including large system integrators and manufacturers of private and public wireless network equipment and devices. Traditional Land Mobile Radio competitors include: Harris, Hytera, Airbus, and Kenwood.

As demand for fully integrated voice, data, and broadband systems continue to grow, we may face additional competition from public telecommunications carriers and telecommunications equipment providers. As we continue to evolve our Integration services and Managed & Support services strategy, we may work with other companies on a consortium or joint venture basis as customers' delivery needs become more complex to fulfill.

Our continued focus on growing our Command Center suite has added additional competitors such as: West Corporation, Intergraph, Tri-Tech, and Zetron.

Several other competitive factors may have an impact on our future business including: evolving spectrum mandates by government regulators, increasing investment by broadband and IP solution providers, and new low-tier competitors.

Other Information

Backlog

Our backlog for the Products and Services segments includes all product and service orders that have been received and are believed to be firm. As of December 31, 2017 and December 31, 2016, our backlog was as follows:

	December 31	
(In millions)	***2017***	*2016*
Products	**$ 1,895**	$ 1,513
Services	**7,717**	6,858
	$ 9,612	$ 8,371

The increase in backlog of $1.2 billion is driven by acquisitions and growth in both the Products and Services segments absent of acquisitions. Approximately 54% of the Products segment backlog and 25% of the Services segment backlog is expected to be recognized as revenue during 2018. The forward-looking estimate of the firmness of such orders is subject to future events that may cause the amount recognized to change.

Research and Development

We continue to prioritize investments in R&D to expand and improve our portfolio of products through both new product introductions and continuous enhancements to our core products. Our R&D programs are focused on the development of: (i) new public safety devices, infrastructure, software and solutions, (ii) Command Center applications that include voice, data, and video, and (iii) public safety broadband solutions based on the LTE technology.

R&D expenditures were $568 million in 2017, $553 million in 2016, and $620 million in 2015. As of December 31, 2017, we had approximately 5,000 employees engaged in R&D activities. In addition, we engage in R&D activities with joint development and manufacturing partners and outsource certain activities to engineering firms to further supplement our internal spend.

Intellectual Property Matters

Patent protection is an important aspect of our operations. We have a portfolio of U.S. and foreign utility and design patents relating to our products, systems, and technologies, including research developments in radio frequency technology and circuits, wireless network technologies, over-the-air protocols, mission critical communications, software and services, and next-generation public safety. We have filed new patent applications with the U.S. Patent and Trademark Office and foreign patent offices.

We license some of our patents to third-parties, but licensing revenue is not a significant source of revenue. We are also licensed to use certain patents owned by others. Royalty and licensing fees vary from year-to-year and are subject to the terms of the agreements and sales volumes of the products subject to the license. Motorola Solutions has a royalty-free license under all of the patents and patent applications assigned to Motorola Mobility at the time of the separation of the two businesses in 2011.

We actively participate in the development of standards for interoperable, mission-critical digital two-way radio systems. Our patents are used in standards in which our products and services are based. We offer standards-based licenses to those patents on fair, reasonable, and non-discriminatory terms.

We believe that our patent portfolio will continue to provide us with a competitive advantage in our core product areas as well as provide leverage in the development of future technologies. While we are not dependent upon a single patent or even a few patents, we do have patents that protect features and functionality of our products and services. While these patents are important, our success also depends upon our extensive know-how, innovative culture, technical leadership, and distribution channels. We do not rely solely on patents or other intellectual property rights to protect or establish our market position; however, we will enforce our intellectual property rights in certain technologies when it is necessary to protect our innovation, or in some cases attempts to negotiate mutually agreeable licenses are not successful.

We seek to obtain patents and trademarks to protect our proprietary positions whenever possible and wherever practical. As of December 31, 2017, we owned approximately 4,402 granted patents in the U.S. and in foreign countries. As of December 31, 2017, we had approximately 1,210 U.S. and foreign patent applications pending. Foreign patents and patent applications are mostly counterparts of our U.S. patents. During 2017, we were granted approximately 404 patents in the U.S. and in foreign countries.

We no longer own certain logos and other trademarks, trade names and service marks, including MOTOROLA, MOTO, MOTOROLA SOLUTIONS and the Stylized M logo and all derivatives thereof ("Motorola Marks") and we license the Motorola Marks from Motorola Mobility, which is currently owned by Lenovo.

Inventory and Raw Materials

Our practice is to carry reasonable amounts of inventory to meet customers' delivery requirements. We provide custom products which require the stocking of inventories and a large variety of piece parts and replacement parts in order to meet delivery and warranty requirements. To the extent suppliers' product life cycles are shorter than ours; stocking of lifetime buy inventories is required to meet long-term warranty and contractual requirements. In addition, replacement parts are stocked for delivery on customer demand within a short delivery cycle.

Availability of required materials and components is generally dependable; however, fluctuations in supply and market demand could cause selective shortages and affect our results of operations. We currently procure certain materials and components from single-source vendors. A material disruption from a single-source vendor may have a material adverse impact on our results of operations. If certain single-source suppliers were to become capacity constrained or insolvent, it could result in a reduction or interruption in supplies, or an increase in the price of supplies, and adversely impact our financial results.

Natural gas, electricity and, to a lesser extent, oil are the primary sources of energy for our manufacturing operations. Each of these resources is currently in adequate supply for our operations. The cost to operate our facilities and freight costs are dependent on world oil prices and external third-party logistics rates for inbound and outbound air lanes. Labor is generally available in reasonable proximity to our manufacturing facilities and the manufacturing facilities of our largest outsourced manufacturing suppliers. Difficulties in obtaining any of the aforementioned resources, or a significant cost increase, could affect our financial results.

Environmental Quality and Regulatory Matters

Some of our operations use substances regulated under various federal, state, local, and international laws governing the environment and worker health and safety, including those governing the discharge of pollutants into the ground, air, and water, the management and disposal of hazardous substances and wastes, and the cleanup of contaminated sites, as well as relating to the protection of the environment. Certain products of ours are subject to various federal, state, local, and international laws governing chemical substances in electronic products. During 2017, compliance with these U.S. federal, state and local, and international laws did not have a material effect on our capital expenditures, earnings, or competitive position.

Radio spectrum is required to provide wireless voice, data, and video communications service. The allocation of spectrum is regulated in the U.S. and other countries and limited spectrum space is allocated to wireless services and specifically to public safety users. In the U.S., the Federal Communications Commission ("FCC") and the National Telecommunications and Information Administration ("NTIA") regulate spectrum use by non-federal entities and federal entities, respectively. Similarly, countries around the world have one or more regulatory bodies that define and implement the rules for use of radio spectrum, pursuant to their respective national laws and international coordination under the International Telecommunications Union

("ITU"). We manufacture and market products in spectrum bands already made available by regulatory bodies. These include voice and data infrastructure, mobile radios, and portable or hand-held devices. Consequently, our results could be positively or negatively affected by the rules and regulations adopted from time to time by the FCC, NTIA, ITU, or regulatory agencies in other countries. Our products operate both on licensed and unlicensed spectrum. The availability of additional radio spectrum may provide new business opportunities. Conversely, the loss of available radio spectrum may result in the loss of business opportunities. Regulatory changes in current spectrum bands may also provide opportunities or may require modifications to some of our products so they can continue to be manufactured and marketed.

As television transmission and reception technology transitions from analog to more efficient digital modes, various countries around the world are examining, and in some cases already pursuing, the redevelopment of portions of the television spectrum. In the U.S., spectrum historically used for broadcast television, known as the 700MHz band, has been redeveloped and deployed for new uses (the so-called "digital dividend" spectrum), including broadband and narrowband wireless communications. In 2016, this trend continued in the US and additional TV spectrum in the 600MHz band was auctioned for broadband communications (part of the "Broadcast Incentive Auction"). This auction closed in April 2017, but auction winners will not get access to the spectrum for several years.

Internationally, the ITU World Radio Conference ("WRC") is held every three to four years to discuss and promote global agreement on the use and cooperation of spectrum usage. The most recent WRC-15 was held in November 2015. During this conference, leaders from United Nations member countries considered a number of initiatives, including whether to allocate additional spectrum for commercial broadband use as well as whether to allocate spectrum dedicated for public safety broadband. The WRC has agreed to support countries making individual decisions to allocate spectrum for public safety broadband in the 700MHz and 800MHz spectrum bands. Studies are underway to assess whether and how much spectrum is needed and to develop recommendations on where in the spectrum range the spectrum should be allocated (taking into account regional and global harmonization to the extent practicable). Motorola Solutions continues to work with its customers and governments around the world to advocate for future allocations of dedicated broadband spectrum for public safety which will provide new business opportunities for us in the future.

Several major markets including: Canada, the United States, the UAE, Mexico, Singapore, and South Korea have already set aside broadband spectrum for use by public safety and the wider first-responder communities. We believe this trend will continue over time and the planned implementation of broadband public safety networks provides new opportunities for our broadband portfolio and services growth strategy. In addition, certain countries, in response to increasing security concerns, already have spectrum landscapes that permit country administrations to allocate public safety spectrum quickly without a protracted process or agreement. Some other markets including Australia and the UK are launching broadband public safety networks drawing on basic LTE infrastructure built by the carriers. These trends also provide opportunities for our broadband and services portfolio.

Employees

At December 31, 2017, and December 31, 2016 we had approximately 15,000 and 14,000 employees, respectively.

Material Dispositions

On October 27, 2014, we completed the sale of certain assets and liabilities of the Enterprise business to Zebra Technologies Corporation ("Zebra"). The financial results of the disposed business have been classified as discontinued operations for all periods presented. The results of discontinued operations are discussed in further detail in the "Discontinued Operations" footnote included in Item 8.

Financial Information About Geographic Areas

The response to this section of Item 1 incorporates by reference Note 11, "Commitments and Contingencies" and Note 12, "Information by Segment and Geographic Region" of Part II, "Item 8: Financial Statements and Supplementary Data" of this document, the "Results of Operations—2017 Compared to 2016" and "Results of Operations—2016 Compared to 2015" sections of Part II, "Item 7: Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Item 1A: Risk Factors" of this document.

Financial Information About Segments

The response to this section of Item 1 incorporates by reference Note 12, "Information by Segment and Geographic Region," of Part II, "Item 8: Financial Statements and Supplementary Data" of this document.

Available Information

We make available free of charge through our website, www.motorolasolutions.com/investors, our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, proxy statements, other reports filed under the Securities Exchange Act of 1934 ("Exchange Act"), and all amendments to those reports simultaneously or as soon as reasonably practicable after such material is electronically filed with, or furnished to, the SEC. Our reports are also available free of charge on the SEC's website, *www.sec.gov*. Also available free of charge on our website are the following corporate governance documents:

- Motorola Solutions, Inc. Restated Certificate of Incorporation with Amendments
- Conformed Restated Certificate of Incorporation of Motorola Solutions, Inc. (amended Jan. 4, 2011)
- Certificate of Amendment to the Restated Certificate of Incorporation of Motorola, Inc. (effective Jan. 4, 2011)

- Certificate of Ownership and Merger of Motorola Name Change Corporation into Motorola, Inc. (effective Jan. 4, 2011)
- Motorola Solutions, Inc. Amended and Restated Bylaws
- Board Governance Guidelines
- Director Independence Guidelines
- Principles of Conduct for Members of the Motorola Solutions, Inc. Board of Directors
- Motorola Solutions Code of Business Conduct, which is applicable to all Motorola Solutions employees, including the principal executive officers, the principal financial officer and the controller (principal accounting officer)
- Audit Committee Charter
- Compensation and Leadership Committee Charter
- Governance and Nominating Committee Charter

All of our reports and corporate governance documents may also be obtained without charge by contacting Investor Relations, Motorola Solutions, Inc., Corporate Offices, 500 W. Monroe Street, Chicago, IL 60661, E-mail: *investors@motorolasolutions.com*. This annual report on Form 10-K and Definitive Proxy Statement are available on the Internet at www.motorolasolutions.com/investors and may also be requested in hardcopy by completing the on-line request form available on our website at www.motorolasolutions.com/investors. Our Internet website and the information contained therein or incorporated therein are not intended to be incorporated into this Annual Report on Form 10-K.

Item 1A: Risk Factors

We face a number of risks related to current global economic and political conditions, including low economic growth rates in certain markets, the impact of currency fluctuations, commodity price volatility, and unstable political conditions that have and could continue to unfavorably impact our business.

Global economic and political conditions continue to be challenging for many of our government and commercial markets, as economic growth in many countries, particularly in parts of Latin America and in other emerging markets, has remained low or declined, currency fluctuations have impacted profitability, credit markets have remained tight for certain counterparties of ours and many of our customers remain dependent on government grants to fund purchases of our products and services. In addition, conflicts in the Middle East and elsewhere have created many economic and political uncertainties that continue to impact worldwide markets. The length of time these adverse economic and political conditions may persist is unknown. These global economic and political conditions have impacted and could continue to impact our business, financial condition, results of operations, and cash flows in a number of ways, including:

- Requests by Customers for Vendor Financing by Motorola Solutions: Certain customers of ours, particularly, but not limited to, those who purchase large infrastructure systems, request that their suppliers provide financing in connection with equipment purchases and/or the provision of solutions and services, particularly as the size and length of these types of contracts increases and as we increase our business in developing countries. Requests for vendor financing continue to increase in volume and scope, including in response to reduced tax revenue at the state and local government level and ongoing tightening of credit for certain commercial customers. Motorola Solutions has continued to provide vendor financing to both our government and commercial customers. We have been faced with and expect to continue to be faced with choosing between further increasing our level of vendor financing or potentially losing sales, as some of our competitors, particularly those in Asia, have been more willing to provide vendor financing to customers around the world, particularly customers in Africa and Latin America. To the extent we are unable to sell these receivables on terms acceptable to us we may retain exposure to the credit quality of our customers who we finance.

- Customers' Inability to Obtain Financing to Make Purchases from Motorola Solutions and/or Maintain Their Business: Some of our customers require substantial financing, including public financing or government grants, in order to fund their operations and make purchases from us. The inability of these customers to obtain sufficient credit or other funds, including as a result of lower tax revenues, currency fluctuations or unavailability of government grants, to finance purchases of our products and services and/or to meet their payment obligations to us could have, and in some cases has had, a negative impact on our financial results. This risk increases as the size and length of our contracts increase. In addition, if global economic conditions result in insolvencies for our customers, it will negatively impact our financial results.

- Challenges in Budgeting and Forecasting: It is difficult to estimate changes in various parts of the U.S. and world economy, including the markets in which we participate. Components of our budgeting and forecasting are dependent upon estimates of demand for our products and estimates of foreign exchange rates. The prevailing economic uncertainties render estimates of future income and expenditures challenging.

- Potential Deferment or Cancellation of Purchases and Orders by Customers: Uncertainty about current and future global economic conditions may cause, and in some cases has caused, businesses and governments to defer or cancel purchases in response to tighter credit, decreased cash availability and de-prioritization of communications equipment within the budgeting process. If future demand for our products declines due to economic conditions, it will negatively impact our financial results.

- Inability to Operate and Grow in Certain Markets: We operate in a number of markets with a risk of intensifying political instability, including Europe, Russia, Brazil, the Middle East and Africa. If political instability continues in these markets and in other parts of the world in which we operate it could have a significant impact on our ability to grow and, in some cases, operate in those locations, which will negatively impact our financial results.

A security breach or other significant disruption of our IT systems, those of our outsource partners, suppliers or those we manufacture, install, and in some cases operate and maintain for our customers, caused by cyber attack or other means, could have a negative impact on our operations, sales, and operating results.

All information technology systems are potentially vulnerable to damage, unauthorized access or interruption from a variety of sources, including but not limited to, cyber attack, cyber intrusion, computer viruses, security breach, energy blackouts, natural disasters, terrorism, sabotage, war, insider trading, and telecommunication failures. As a provider of mission-critical communications systems for customers in critical infrastructure sectors of the U.S. and globally, including systems that we operate and maintain for certain customers of ours, we face additional risk as a target of sophisticated attacks aimed at compromising both our Company's and our customers' sensitive information and intellectual property, through means referred to as advanced persistent threats. This risk is heightened because these systems may contain sensitive governmental information or personally identifiable or other protected information. While we employ a number of countermeasures and security controls, including training and audits and utilization of commercial information security threat sharing networks to protect against such attacks, we, along with the industry, have experienced a gradual and steady increase in the sophistication of these threats, most noticeably through well-crafted social engineering and phishing attempts. We cannot guarantee that all threat attempts will be successfully thwarted even with these countermeasures and we are therefore investing more in detection and response capabilities to minimize potential impacts. Further, we are dependent, in certain instances, upon our outsourced business partners, suppliers, and customers to adequately protect our IT systems and those IT systems that we manage for our customers. In addition, some of our customers are exploring broadband solutions that use public carrier networks on which our solutions would operate. We do not have direct oversight or influence over how public carrier networks manage the security, quality, or resiliency of their networks, and because they are an attractive high value target due to their role in critical infrastructure, they expose customers to an elevated risk over our private networks.

Our Company outsources certain business operations, including, but not limited to IT, HR information systems, manufacturing, repair, distribution and engineering services. These arrangements are governed by various contracts and agreements which reference and mandate Company and international standards of information protection, as appropriate. In addition, we maintain certain networked equipment at customer locations and are reliant on those customers to protect and maintain that equipment. The "attack surface" for us to protect against our adversaries is thus often extended to these partners and customers, as well as our suppliers, and we have some dependency upon their cyber security capabilities as well as their willingness to exchange threat and response information with us

A cyber attack or other significant disruption involving our IT systems or those of our outsource partners, suppliers or our customers could result in the unauthorized release of proprietary, confidential or sensitive information of ours or our customers. Such unauthorized access to, or release of, this information could: (i) allow others to unfairly compete with us, (ii) compromise safety or security, given the mission-critical nature of our customers' systems, (iii) subject us to claims for breach of contract, tort, and other civil claims, and (iv) damage our reputation. We could face regulatory penalties, enforcement actions, remediation obligations and/or private litigation by parties whose data is improperly disclosed or misused. In addition, there has been a sharp increase in laws in Europe, the U.S. and elsewhere, imposing requirements for the handling of personal data, including data of employees, consumers and business contacts, as well as imposing requirements for remediation action, including specific timing and method of notification. There is a risk that our Company, directly or as the result of some third-party service provider we use, could be found to have failed to comply with the laws or regulations of some country regarding the collection, consent, handling, transfer, retention or disposal of such personal data, and therefore subject us to fines or other sanctions. The European Courts invalidation of Safe Harbor as a mechanism to legitimize cross border data flows increases the risk that our Company, directly or through some third-party service provider that we use, may inappropriately transfer EU personal data. Any or all of the foregoing could have a negative impact on our business, financial condition, results of operations, and cash flow.

A significant amount of our international business is transacted in local currency and a significant percentage of our cash and cash equivalents are held outside of the United States, which exposes us to risk relating to currency fluctuations, changes in foreign exchange regulations and repatriation delays and costs, which could negatively impact our sales, profitability and financial flexibility.

We have sizable sales and operations in Canada and our Europe, Middle East and Africa, Asia, and Latin America regions.

A significant amount of this business is transacted in local currency. As a result, our financial performance is impacted by currency fluctuations. We are also experiencing increased pressure to agree to established currency conversion rates and cost of living adjustments as a result of foreign currency fluctuations or the requirement to transact business in local currencies.

A significant percentage of our cash and cash equivalents is currently held outside the U.S. and we continue to generate profits outside of the U.S., while many of our liabilities, such as our public debt, the majority of our pension liabilities and certain other cash payments, such as dividends and share repurchases, are payable in the U.S. While we have regularly repatriated funds with minimal adverse impact, repatriation of some of the funds has been and could continue to be subject to delay for local country approvals and could have potential adverse tax consequences. In addition, foreign exchange regulations may limit our ability to convert or repatriate foreign currency. As a result of having a lower amount of cash and cash equivalents in the U.S., our financial flexibility may be reduced.

We face uncertainty in the global geopolitical landscape that may impede the implementation of our strategy outside the United States.

In June 2016, the United Kingdom (the "U.K") held a referendum in which voters approved an exit from the European Union ("E.U."), commonly referred to as Brexit. It is expected that the U.K. government will initiate a process to withdraw from the E.U. and begin negotiating the terms of its separation. The announcement of Brexit has resulted in volatility in the global stock market and currency exchange rate fluctuations that resulted in strengthening of the U.S. dollar relative to other foreign currencies in which we conduct business. The announcement of Brexit and likely withdrawal of the U.K. from the E.U. may also create global economic uncertainty, which may cause our customers to closely monitor their costs and reduce their spending budgets. In addition, there may be uncertainty as to the position the United States will take with respect to certain treaty and trade relationships with other countries. This uncertainty may impact (i) the ability or willingness of non-U.S. companies to transact business in the United States, including with our Company, (ii) regulation and trade agreements affecting U.S. companies, (iii) global stock markets and (iv) general global economic conditions. All of these factors are outside of our control, but may cause us to adjust our strategy in order to compete effectively in global markets and could adversely affect our business, financial condition, operating results and cash flows.

A portion of our business is dependent upon U.S. government contracts and grants, which are highly regulated and subject to oversight audits by U.S. government representatives and subject to cancellations. Such audits could result in adverse findings and negatively impact our business.

Our U.S. government business is subject to specific procurement regulations with numerous compliance requirements. These requirements, although customary in government contracting in the U.S., increase our performance and compliance costs. These costs may increase in the future, thereby reducing our margins, which could have an adverse effect on our financial condition. Failure to comply with these regulations or other compliance requirements could lead to suspension or debarment from U.S. government contracting or subcontracting for a period of time. Among the causes for debarment are violations of various laws or policies, including those related to procurement integrity, export control, U.S. government security regulations, employment practices, protection of criminal justice data, protection of the environment, accuracy of records, proper recording of costs, foreign corruption and the False Claims Act.

Generally, in the U.S. government contracts and grants are subject to oversight audits by government representatives. Such audits could result in adjustments to our contracts. Any costs found to be improperly allocated to a specific contract may not be allowed, and such costs already reimbursed may have to be refunded. Future audits and adjustments, if required, may materially reduce our revenues or profits upon completion and final negotiation of audits. Negative audit findings could also result in investigations, termination of a contract or grant, forfeiture of profits or reimbursements, suspension of payments, fines and suspension or prohibition from doing business with the U.S. government. All contracts with the U.S. government are subject to cancellation at the convenience of the U.S. government.

In addition, contacts with government officials and participation in political activities are areas that are tightly controlled by federal, state, local and international laws. Failure to comply with these laws could cost us opportunities to seek certain government sales opportunities or even result in fines, prosecution, or debarment.

Government regulation of radio frequencies may limit the growth of public safety broadband systems or reduce barriers to entry for new competitors.

Radio frequencies are required to provide wireless services. The allocation of frequencies is regulated in the U.S. and other countries and limited spectrum is allocated to wireless services and specifically to public safety users. The growth of public safety broadband communications systems may be affected: (i) by regulations relating to the access to allocated spectrum for public safety users, (ii) if adequate frequencies are not allocated, or (iii) if new technologies are not developed to better utilize the frequencies currently allocated for such use. Industry growth may also be affected by new licensing fees required to use frequencies.

The U.S. leads the world in allocating spectrum to enable wireless communications including LTE. Other countries have also allocated spectrum to allow deployment of these and other technologies. This changing landscape may introduce new competition and new opportunities for us.

MSI's opportunities to sell LTE equipment and related software and services in the U.S will be substantially impacted by: (1) AT&T's success in satisfying contract requirements and milestones, including, among others, subscriber adoption rate, mandatory payments to FirstNet, and coverage and (2) fiscal, public, and regulatory policies and/or special interest politics that risk delaying deployment.

We derive a portion of our revenue from government customers who award business through competitive bidding which can involve significant upfront costs and risks. This effort may not result in awards of business or we may fail to accurately estimate the costs to fulfill contracts awarded to us, which could have adverse consequences on our future profitability.

Many government customers, including most U.S. government customers, award business through a competitive bidding process, which results in greater competition and increased pricing pressure. The competitive bidding process involves significant cost and managerial time to prepare bids for contracts that may not be awarded to us. Even if we are awarded contracts, we may fail to accurately estimate the resources and costs required to fulfill a contract, or to resolve problems with our subcontractors or suppliers, which could negatively impact the profitability of any contract award to us, particularly in the case of

fixed price contracts. In addition, following the award of a contract, we have experienced and may continue to experience significant expense or delay, contract modification or contract rescission as a result of customer delay or our competitors protesting or challenging contracts awarded to us in competitive bidding.

We enter into fixed-price contracts that could subject us to losses in the event we fail to properly estimate our costs or hedge our risks associated with currency fluctuations.

We enter into a number of firm fixed-price contracts. If our initial cost estimates are incorrect, we can lose money on these contracts. Because certain of these contracts involve new technologies and applications, require us to engage subcontractors and/or can last multiple years, unforeseen events, such as technological difficulties, fluctuations in the price of raw materials, problems with our subcontractors or suppliers and other cost overruns, can result in the contract pricing becoming less favorable or even unprofitable to us and have an adverse impact on our financial results. In addition, a significant increase in inflation rates or currency fluctuations could have an adverse impact on the profitability of longer-term contracts.

The expansion of our solutions and services business creates new competitors and new and increased areas of risk that we have not been exposed to in the past and that we may not be able to properly assess or mitigate.

We plan to continue to expand our solutions and services business by offering additional and expanded managed services for existing and new types of customers, such as designing, building, operating, managing and in some cases owning a public- safety system or other commercial system. The offering of managed services involves the integration of multiple services, multiple vendors and multiple technologies, requiring that we partner with other solutions and services providers, often on multiyear projects.

Additionally, our managed services business will be expanded to include the hosting of software applications. This allows the customers to "consume" the software "as a service" and avoid the costs and complexities of acquiring and operating the software.

- We may recognize revenue over time as a services offering, rather than at a point in time as with a traditional equipment sale, which will extend revenue recognition over the length of the services contracts, which may be several years.

- The managed services business is one characterized by large subcontracting arrangements and we may not be able to obtain favorable contract terms including adequate indemnities, performance commitments or other protections from our subcontractors to adequately mitigate our exposure to our customers.

- We may face increasing competition from traditional system integrators and the defense industry as solutions and services contracts become larger and more complicated.

- Expansion will bring us into contact with new regulatory requirements and restrictions, such as data security or data residency/localization obligations, with which we will have to comply and may increase the costs of doing business, reduce margins and delay or limit the range of new solutions and services which we will be able to offer.

- We may be required to agree to specific performance metrics that meet the customer's requirements for network security, availability, reliability, maintenance and support and, in some cases, if these performance metrics are not met we may not be paid.

We may not continue to have access to the capital markets for financing on acceptable terms and conditions, particularly if our credit ratings are downgraded, which could limit our ability to repay our indebtedness and could cause liquidity issues.

From time to time we access the capital markets to obtain financing. Our access to the capital markets and the bank credit markets at acceptable terms and conditions are impacted by many factors, including: (i) our credit ratings, (ii) the liquidity of the overall capital markets, (iii) strength and credit availability in the banking markets, and (iv) the current state of the global economy. In addition, we frequently access the credit markets to obtain performance bonds, bid bonds, standby letters of credit and surety bonds, as well as to hedge foreign exchange risk and sell receivables. In addition, there can be no assurances we will be able to refinance our existing indebtedness (i) on commercially reasonable terms, (ii) on terms, including with respect to interest rates, as favorable as our current debt, or (iii) at all. There can be no assurances that we will continue to have access to the capital markets or bank credit markets on terms acceptable to us and if we are unable to repay or refinance our debt, we cannot guarantee that we will be able to generate enough cash flows from operations or that we will be able to obtain enough capital to service our debt, fund our planned capital expenditures or pay future dividends.

We are rated investment grade by all three national rating agencies. Any downward changes by the rating agencies to our credit rating may negatively impact the value and liquidity of both our debt and equity securities. Under certain circumstances, an increase in the interest rate payable by us under our revolving credit facility, if any amounts were borrowed under such facility, could negatively affect our operating cash flows. In addition, a downgrade in our credit ratings could limit our ability to: (i) access the capital markets or bank credit markets, (ii) provide performance bonds, bid bonds, standby letters of credit and surety bonds, (iii) hedge foreign exchange risk, (iv) fund our foreign affiliates, and (v) sell receivables. A downgrade in our credit rating could also result in less favorable trade terms with suppliers. In addition, any downgrades in our credit ratings may affect our ability to obtain additional financing in the future and may affect the terms of any such financing. Any future disruptions, uncertainty or volatility in the capital markets may result in higher funding costs for us and adversely affect our ability to access funds and other credit related products. In addition, we may avoid taking actions that would otherwise benefit us or our stockholders, such as engaging in certain acquisitions or engaging in stock repurchases, that would negatively impact our credit rating.

Our future operating results depend on our ability to purchase at acceptable prices a sufficient amount of materials, parts, and components, as well as services and software to meet the demands of our customers and any disruption to our suppliers or significant increase in the price of supplies could have a negative impact on our results of operations.

Our ability to meet customers' demands depends, in part, on our ability to timely obtain an adequate delivery of quality materials, parts, and components, as well as services and software from our suppliers. In addition, certain supplies, including for some of our critical components, are available only from a single source or limited sources and we may not be able to diversify sources in a timely manner. If demand for our products or services increases from our current expectations or if suppliers are unable to meet our demand for other reasons, including as a result of natural disasters or financial issues, we could experience an interruption in supplies or a significant increase in the price of supplies, including as a result of having to move to an alternative source, that could have a negative impact on our business as a result of increased cost or delay in or inability to deliver our products. This risk may increase as a result of consolidation of certain suppliers of ours. We have experienced shortages in the past that have negatively impacted our results of operations and may experience such shortages in the future. In addition, credit constraints at our suppliers could cause us to accelerate payment of accounts payable by us, impacting our cash flow.

We have seen and expect to continue to see increases in the price of certain supplies as we no longer qualify for certain volume discounts given our significant decrease in direct material spend over the last several years as a result of our spin-offs and divestitures. We have also experienced less support and focus from our suppliers as our spend has diminished, making it more difficult for us to resolve gaps in supply due to unforeseen changes in forecast and demand. In addition, our current contractual arrangements with certain suppliers may be cancelled or not extended by such suppliers and, therefore, not afford us with sufficient protection against a reduction or interruption in supplies. Moreover, in the event any of these suppliers breach their contracts with us, our legal remedies associated with such a breach may be insufficient to compensate us for any damages we may suffer.

Over the last several years we have outsourced portions of certain business operations like IT, HR information systems, manufacturing, repair, distribution and engineering services and expect to outsource additional business operations. This outsourcing limits our control over these business operations and exposes us to additional risk as a result of the actions of our outsource partners.

As we outsource more of our business operations we are not able to directly control these activities. Our outsource partners may not prioritize our business over that of their other customers and they may not meet our desired level of quality, performance, service, cost reductions or other metrics. Failure to meet key performance indicators may result in our being in default with our customers. In addition, we may rely on our outsource partners to secure materials from our suppliers with whom our outsource partners may not have existing relationships and we may be required to continue to manage these relationships even after we outsource certain business operations.

As we outsource business operations we become dependent on the IT systems of our outsource partners, including to transmit demand and purchase orders to suppliers, which can result in a delay in order placement. In addition, in an effort to reduce costs and limit their liabilities, our outsource partners may not have robust systems or make commitments in as timely a manner as we require.

In some cases the actions of our outsource partners may result in our being found to be in violation of laws or regulations like import or export regulations. As many of our outsource partners operate outside of the U.S., our outsourcing activity exposes us to information security vulnerabilities and increases our global risks. In addition, we are exposed to the financial viability of our outsource partners. Once a business activity is outsourced we may be contractually prohibited from or may not practically be able to bring such activity back within the Company or move it to another outsource partner. The actions of our outsource partners could result in reputational damage to us and could negatively impact our business, financial conditions, results of operations, and cash flows.

Our sales within a quarter are not linear, with a substantial percentage of products shipping in the final month of the quarter. This lack of linearity creates inefficiencies in our business performance and any interruption during this final month could have a substantial impact on our quarterly financial results.

On average, a substantial percentage of our quarterly sales ship in the final month of a quarter. Any interruption in our ability to ship products during this final month, such as unavailability of critical components, disruption to our manufacturing capabilities or disruptions in our distribution channel, will have a disproportionately large impact on our quarterly financial results, as we may be unable to recover in time to ship the products and recognize revenue in that quarter.

In addition, this lack of linearity results in inefficiencies in our financial performance, as we must invest in capacity and resources to support this business model, meaning we have underutilized operations during the first two months of the quarter. We also must maintain additional component inventory and engage in pre-builds of finished goods to mitigate the impact of this lack of linearity and meet potential last month demand. This could result in our carrying excess inventory, which is costly and may result in increased inventory obsolescence over time.

We no longer own certain logos and other trademarks, trade names and service marks, including MOTOROLA, MOTO, MOTOROLA SOLUTIONS and the Stylized M logo and all derivatives and formatives thereof ("Motorola Marks") and we license the Motorola Marks from Motorola Trademark Holdings, LLC ("MTH"), which is currently owned by Motorola Mobility, a subsidiary of Lenovo. Our joint use of the Motorola Marks could result in product and market confusion and negatively impact our ability to expand our business under the Motorola brand. In addition, if we do not comply with the terms of the license agreement we could lose our rights to the Motorola Marks. Because of the change of control of Motorola Mobility, which is now owned by Lenovo, we may find that an incompatible third-party owns the Motorola Marks.

We have a worldwide, perpetual and royalty-free license from MTH to use the Motorola Marks as part of our corporate name and in connection with the manufacture, sale, and marketing of our current products and services. The license of the Motorola Marks is important to us because of the reputation of the Motorola brand for our products and services. There are risks associated with both Motorola Mobility and the Company using the Motorola Marks and with this loss of ownership. As both Motorola Mobility and the Company will be using the Motorola Marks, confusion could arise in the market, including customer confusion regarding the products offered by and the actions of the two companies. Motorola Mobility was acquired by Lenovo in 2014, which resulted in Lenovo having effective control over the Motorola Marks. This risk could increase as both Motorola Mobility's and our products continue to converge. This risk could increase under Lenovo's control if they expand their use of the Motorola Marks. Also, any negative publicity associated with either company in the future could adversely affect the public image of the other. In addition, because our license of the Motorola Marks will be limited to products and services within our specified fields of use, we will not be permitted to use the Motorola Marks in other fields of use without the approval of Motorola Mobility, which is now controlled by Lenovo. In the event that we desire to expand our business into any other fields of use, we may need to do so with a brand other than the Motorola brand. Developing a brand as well-known and with as much brand equity as Motorola could take considerable time and expense. The risk of needing to develop a second brand increases as Motorola Mobility's and our products continue to converge and if our business expands into other fields of use. In addition, we could lose our rights to use the Motorola Marks if we do not comply with the terms of the license agreement. Such a loss could negatively affect our business, results of operations and financial condition. Furthermore, MTH has the right to license the brand to third- parties and either Motorola Mobility or licensed third-parties may use the brand in ways that make the brand less attractive for customers of Motorola Solutions, creating increased risk that Motorola Solutions may need to develop an alternate or additional brand. In 2013 Motorola Mobility modified certain Motorola Marks used by the Company. Motorola Mobility may require the Company to adopt the use of the modified Motorola Marks, which would result in the Company incurring the costs of rebranding.

In addition, neither Motorola Mobility nor Lenovo are prohibited from selling the Motorola Marks. In the event of a liquidation of Motorola Mobility or the then owner of the Motorola Marks, it is possible that a bankruptcy court would permit the Motorola Marks to be assigned to a third-party. While our right to use the Motorola Marks under our license should continue in our specified field of use in such situations, it is possible that we could be party to a license arrangement with a third-party whose interests are incompatible with ours, thereby potentially making the license arrangement difficult to administer, and increasing the costs and risks associated with sharing the Motorola Marks. In addition, there is a risk that, in the event of a bankruptcy of Motorola Mobility or the then owner of the Motorola Marks, Motorola Mobility, the then owner or its bankruptcy trustee may attempt to reject the license, or a bankruptcy court may refuse to uphold the license or certain of its terms. Such a loss could negatively affect our business, results of operations and financial condition.

We utilize the services of subcontractors to perform under many of our contracts and the inability of our subcontractors to perform in a timely and compliant manner could negatively impact our ability to comply with our performance obligations as the prime contractor.

We engage subcontractors, including third-party integrators, on many of our contracts and as we expand our solutions and services business our use of subcontractors has and will continue to increase. Our subcontractors may further subcontract performance and may supply third-party products and software from a number of smaller companies. We may have disputes with our subcontractors, including disputes regarding the quality and timeliness of work performed by the subcontractor or its subcontractors and the functionality, warranty and indemnities of products, software and services supplied by our subcontractor. We are not always successful in passing down customer requirements to our subcontractors, and thus in some cases may be required to absorb contractual risks from our customers without corresponding back-to-back coverage from our subcontractor. Even when we are able to pass down customer requirements to our subcontractors, sometimes those subcontractors have less financial resources than we do, and a customer may look to us to cover a loss or damage. Our subcontractors may not be able to acquire or maintain the quality of the materials, components, subsystems and services they supply, or secure preferred warranty and indemnity coverage from their suppliers which might result in greater product returns, service problems, warranty claims and costs and regulatory compliance issues. Any of the foregoing could harm our business, financial condition and results of operations.

Failure of our suppliers, subcontractors, distributors, resellers and representatives to use acceptable legal or ethical business practices and adhere to our Supplier Code of Conduct or our Human Rights Policy could negatively impact our business.

It is our policy to require our suppliers, subcontractors, distributors, resellers, and third-party sales representatives ("TPSRs") to operate in compliance with applicable laws, rules and regulations regarding working conditions, employment practices, environmental compliance, anti-corruption and trademark and copyright licensing. However, we do not control their labor and other business practices. If one of our suppliers, subcontractors, brokers, distributors, resellers, or TPSRs violates labor or other laws or implements labor or other business practices that are regarded as unethical, the shipment of finished

products to us could be interrupted, orders could be canceled, relationships could be terminated and our reputation could be damaged. If one of our suppliers or subcontractors fails to procure necessary license rights to trademarks, copyrights or patents, legal action could be taken against us that could impact the salability of our products and expose us to financial obligations to a third-party. Any of these events could have a negative impact on our sales and results of operations.

Our employees, customers, suppliers and outsource partners are located throughout the world and, as a result, we face risks that other companies that are not global may not face.

Most of our products that are manufactured by or for us outside the U.S. are manufactured in Malaysia. If manufacturing in our facility, or a facility manufacturing products for us, in Malaysia is disrupted, our overall capacity would be significantly reduced and our business, financial condition, results of operation, and cash flows could be negatively impacted.

Our customers and suppliers are located throughout the world. In 2017, approximately 42% percent of our revenue was generated outside the U.S. In addition, we have a number of research and development, administrative and sales facilities outside the U.S. and more than 54% of our employees are employed outside the U.S. Most of our suppliers' operations are outside the U.S. and most of our products are manufactured outside the U.S., both internally and by third-parties.

Because we have sizable sales and operations, including outsourcing and procurement arrangements, outside of the U.S., we have more complexity in our operations and are exposed to a unique set of global risks that could negatively impact our business, financial condition, results of operations, and cash flows, including but not limited to: (i) currency fluctuations, (ii) import/export regulations, tariffs, trade barriers and trade disputes, customs classifications and certifications, including but not limited to changes in classifications or errors or omissions related to such classifications and certifications, (iii) changes in U.S. and non-U.S. rules related to trade, environmental, health and safety, technical standards, consumer and intellectual property and consumer protection, (iv) longer payment cycles, (v) tax issues, such as tax law changes, variations in tax laws from country to country and as compared to the U.S., obligations under tax incentive agreements, difficulties in repatriating cash generated or held abroad in a tax-efficient manner and difficulties in securing local country approvals for cash repatriations, (vi) changes in foreign exchange regulations, (vii) challenges in collecting accounts receivable, (viii) cultural and language differences, (ix) employment regulations and local labor conditions, (x) privacy and data protection regulations and restrictions, (xi) difficulties protecting intellectual property in foreign countries, (xii) instability in economic or political conditions, including inflation, recession and actual or anticipated military or political conflicts and terrorism, (xiii) natural disasters, (xiv) public health issues or outbreaks,(xv) changes in laws or regulations that negatively impact benefits being received by us or that require costly modifications in products sold or operations performed in such countries, (xvi) litigation in foreign court systems and foreign enforcement or administrative proceedings, and (xvii) applicability of anti-corruption laws including the Foreign Corrupt Practices Act ("FCPA") and the U.K. Bribery Act.

We have a number of employees, contractors, representatives and agents in, and sell our products and services throughout, the Middle East and our operations, as well as demand for our products and services, could be negatively impacted by political conflicts and hostilities in this region. The potential for future unrest, terrorist attacks, increased global conflicts, hostility against U.S.-based multinational companies and the escalation of existing conflicts has created worldwide uncertainties that have negatively impacted, and may continue to negatively impact, demand for certain products of ours.

We also are subject to risks that our operations could be conducted by our employees, contractors, representatives or agents in ways that violate the FCPA, the U.K. Bribery Act, or other similar anti-corruption laws. While we have policies and procedures to comply with these laws, our employees, contractors, representatives and agents may take actions that violate our policies. Any such violations could have a negative impact on our business. Moreover, we face additional risks that our anti- corruption policies and procedures may be violated by TPSRs or other third-parties that help sell our products or provide other solutions and services, because such TPSRs and other third parties are not our employees, and, it is therefore more difficult to oversee [and control] their conduct.

Many of our components and some of our products, including software, are developed and/or manufactured by third- parties and in some cases designed by third-parties and if such third-parties lack sufficient quality control, change the design of components or if there are significant changes in the financial or business condition of such third-parties, it may have a negative impact on our business.

We rely on third-parties to develop and/or manufacture many of our components and some of our finished products, and to design certain components and finished products, as well as provide us with software necessary for the operation of those products and we may increase our reliance on such third-parties in the future. We could have difficulties fulfilling our orders and our sales and profits could decline if: (i) we are not able to engage such third-parties with the capabilities or capacities required by our business, (ii) such third-parties lack sufficient quality control or fail to deliver quality components, products, services or software on time and at reasonable prices, or deliver products, services or software that do not meet regulatory or industry standards or requirements, (iii) if there are significant changes in the financial or business condition of such third-parties, or (iv) if we have difficulties transitioning operations to such third-parties.

Because of the long life-cycle of many of our products, we need access to limited quantities of components for manufacturing and repair and suppliers have been and may continue to be unwilling to manufacture such components or may only do so at high prices. Certain key component suppliers are reducing the expected lifetime of key components, in particular semiconductor and electrical components, on some of our products. This could result in the need for more frequent product redesigns and increased engineering costs on some products or costly last time buys, which may negatively impact our financial performance. In addition, we may be unable to meet our repair obligations to our customers.

We are exposed to risks under large, multi-year system and solutions and services contracts that may negatively impact our business.

We enter into large, multi-year system and solutions and services contracts with large municipal, state, and nationwide government and commercial customers. In some cases we may not be the prime contractor and may be dependent on other third-parties such as commercial carriers or systems integrators. This exposes us to risks, including among others: (i) technological risks, especially when the contracts involve new technology, (ii) risk of defaults by third-parties on whom we are relying for products or services as part of our offering or who are the prime contractors, (iii) financial risks, including the estimates inherent in projecting costs associated with large, long-term contracts, the impact of currency fluctuations, inflation, and the related impact on operating results, (iv) cyber security risk, especially in managed services contracts with public safety and commercial customers that process data, and (v) political risk, especially related to the contracts with government customers. In addition, multi-year awards from governmental customers may often only receive partial funding initially and may typically be cancelable on short notice with limited penalties. Recovery of front loaded capital expenditures in long-term managed services contracts is dependent on the continued viability of such customers. The termination of funding for a government program or insolvency of commercial customer could result in a loss of anticipated future revenue attributable to that program, which could have an adverse impact on our profitability.

Our success depends in part on our timely introduction of new products and technologies and our results can be impacted by the effectiveness of our significant investments in new products and technologies.

The markets for certain products of ours are characterized by changing technologies and evolving industry standards. In some cases it is unclear what specific technology will be adopted in the market or what delivery model will prevail, including whether public safety LTE will be delivered via private networks, public carriers or some combination thereof. In addition, new technologies such as voice over LTE or push-to-talk clients over LTE could reduce sales of our traditional products. The shift to smart public safety and the prevalence of data in our customer's use cases results in our competing in a more fragmented marketplace. In addition, new technologies and new competitors continue to enter our markets at a faster pace than we have experienced in the past, resulting in increased competition from non-traditional suppliers, including public carriers, telecom equipment providers, consumer device manufacturers and software companies. New products are expensive to develop and bring to market and additional complexities are added when this process is outsourced as we have done in certain cases or as we increase our reliance on third-party content and technology. Our success depends, in substantial part, on the timely and successful introduction of new products, upgrades and enhancements of current products to comply with emerging industry standards, laws and regulations, such as China's proprietary technology, PDT, and to address competing technological and product developments carried out by our competitors. Developing new technologies to compete in a specific market may not be financially viable, resulting in our inability to compete in that market. The R&D of new, technologically-advanced products is a complex and uncertain process requiring high levels of innovation and investment, as well as the accurate anticipation of technology and market trends. Many of our products and systems are complex and we may experience delays in completing development and introducing new products or technologies in the future. We may focus our resources on technologies that do not become widely accepted or are not commercially viable or involve compliance obligations with additional areas of regulatory requirements.

Our results are subject to risks related to our significant investment in developing and introducing new products. These risks include among others: (i) difficulties and delays in the development, production, testing and marketing of products, particularly when such activities are done through third-parties, (ii) customer acceptance of products, (iii) the development of, approval of, and compliance with industry standards and regulatory requirements, (iv) the significant amount of resources we must devote to the development of new technologies, and (v) the ability to differentiate our products and compete with other companies in the same markets.

If the quality of our products does not meet our customers' expectations or regulatory or industry standards, then our sales and operating earnings, and ultimately our reputation, could be negatively impacted.

Some of the products we sell may have quality issues resulting from the design or manufacture of the product, or from the software used in the product. Sometimes, these issues may be caused by components we purchase from other manufacturers or suppliers. Often these issues are identified prior to the shipment of the products and may cause delays in shipping products to customers, or even the cancellation of orders by customers. Sometimes, we discover quality issues in the products after they have been shipped to our customers, requiring us to resolve such issues in a timely manner that is the least disruptive to our customers, particularly in light of the mission-critical nature of our communications products. Such pre-shipment and post- shipment quality issues can have legal, financial and reputational ramifications, including: (i) delays in the recognition of revenue, loss of revenue or future orders, (ii) customer-imposed penalties for failure to meet contractual requirements, (iii) increased costs associated with repairing or replacing products, and (iv) a negative impact on our goodwill and brand name reputation.

In some cases, if the quality issue affects the product's performance, safety or regulatory compliance, then such a "defective" product may need to be "stop-shipped" or recalled. Depending on the nature of the quality issue and the number of products in the field, it could cause us to incur substantial recall or corrective field action costs, in addition to the costs associated with the potential loss of future orders and the damage to our goodwill or brand reputation. In addition, we may be required, under certain customer contracts, to pay damages for failed performance that might exceed the revenue that we receive from the contracts. Recalls and field actions involving regulatory non-compliance could also result in fines and additional costs. Recalls and field actions could result in third-party litigation by persons or companies alleging harm or economic damage as a result of the use of the products.

We expect to continue to make strategic acquisitions of other companies or businesses and these acquisitions introduce significant risks and uncertainties, including risks related to integrating the acquired businesses and achieving benefits from the acquisitions.

In order to position ourselves to take advantage of growth opportunities or to meet other strategic needs such as product or technology gaps, we have made, and expect to continue to make, strategic acquisitions that involve significant risks and uncertainties. These risks and uncertainties include: (i) the difficulty or inability in integrating newly-acquired businesses and operations in an efficient and effective manner, (ii) risks associated with integrating financial reporting and internal control systems, (iii) the challenges in achieving strategic objectives, cost savings and other benefits from acquisitions, (iv) the risk that our contractual relationships or the markets do not evolve as anticipated and that the technologies acquired do not prove to be those needed to be successful in those markets, (v) the potential loss of key employees of the acquired businesses, (vi) the risk of diverting the attention of senior management from our operations, (vii) the risks of entering new markets in which we have limited experience, (viii) difficulties in integrating information technology systems and other business processes to accommodate the acquired businesses, (ix) challenges in integrating acquired businesses to create the operating platform for public safety and (x) future impairments of goodwill of an acquired business. In particular, failure to achieve targeted cost and revenue synergies could negatively impact our business performance.

Certain acquisition candidates in the industries in which we participate may carry higher relative valuations (based on revenues, earnings, cash flow, or other relevant multiples) than we do. This is particularly evident in software and certain services businesses. Acquiring a business that has a higher relative valuation than Motorola Solutions may be dilutive to our earnings. In addition, we may not pursue opportunities that are highly dilutive to near-term earnings.

Key employees of acquired businesses may receive substantial value in connection with a transaction in the form of cash payments for their ownership interest, particularly in the case of founders and other shareholder employees, or as a result of change-in-control agreements, acceleration of stock options and the lifting of restrictions on other equity-based compensation rights. To retain such employees and integrate the acquired business, we may offer additional retention incentives, but it may still be difficult to retain certain key employees.

We have completed a number of large divestitures over the last several years and have ongoing obligations and potential liabilities associated with those transactions and the businesses we divested. In addition, these divestitures have resulted in less diversity of our business and our customer base, which could negatively impact our financial results in the event of a downturn in our mission-critical communications business.

Over the last several years we have spun-off or sold a number of large businesses, including Motorola Mobility, our Networks business and our Enterprise business. In connection with our divestitures we typically remain liable for certain pre- closing liabilities associated with the divested business, such as pension liabilities, taxes, employment, environmental liabilities and litigation. In addition, although we often assign contracts associated with the divested business to a buyer in a divestiture, often that assignment will be subject to the consent of the contractual counterparty, which may not be obtained or may be conditioned, resulting in the company remaining liable under the contract. In connection with our divestitures we make representations and warranties and agree to covenants relating to the business divested. We remain liable for a period of time for breaches of representations, warranties and covenants and we also indemnify buyers in the event of such breaches and for other specific risks. Even though we establish reserves for any expected ongoing liability associated with divested businesses, those reserves may not be sufficient if unexpected liabilities arise and this could negatively impact our financial condition and future results of operations.

Because we are now singularly focused on mission-critical communications for public safety and commercial customers we have less diversity in our business and our customer base. A downturn in this business could have a greater negative impact on our financial results than when we were a more diversified communications provider.

We face many risks relating to intellectual property rights.

Our business will be harmed if: (i) we, our customers and/or our suppliers are found to have infringed intellectual property rights of third-parties, (ii) the intellectual property indemnities in our supplier agreements are inadequate to cover damages and losses due to infringement of third-party intellectual property rights by supplier products, (iii) we are required to provide broad intellectual property indemnities to our customers, (iv) our intellectual property protection is inadequate to protect against threats of misappropriation from internal or external sources or otherwise inadequate to protect our proprietary rights, or (v) our competitors negotiate significantly more favorable terms for licensed intellectual property. We may be harmed if we are forced to make publicly available, under the relevant open-source licenses, certain internally developed software-related intellectual property as a result of either our use of open-source software code or the use of third-party software that contains open-source code.

Since our products are comprised of complex technology, much of which we acquire from suppliers through the purchase of components or licensing of software, we are often involved in or impacted by assertions, including both requests for licenses and litigation, regarding patent and other intellectual property rights. Third-parties have asserted, and in the future may assert, intellectual property infringement claims against us and against our customers and suppliers. Many of these assertions are brought by non-practicing entities whose principle business model is to secure patent licensing-based revenue from product manufacturing companies. The patent holders often make broad and sweeping claims regarding the applicability of their patents to our products, seeking a percentage of sales as licenses fees, seeking injunctions to pressure us into taking a license, or a combination thereof. Defending claims may be expensive and divert the time and efforts of our management and employees. Increasingly, third-parties have sought broad injunctive relief which could limit our ability to sell our products in the U.S. or

elsewhere with intellectual property subject to the claims. If we do not succeed in any such litigation, we could be required to expend significant resources to pay damages, develop non-infringing products or to obtain licenses to the intellectual property that is the subject of such litigation, each of which could have a negative impact on our financial results. However, we cannot be certain that any such licenses, if available at all, will be available to us on commercially reasonable terms. In some cases, we might be forced to stop delivering certain products if we or our customer or supplier are subject to a final injunction.

We attempt to negotiate favorable intellectual property indemnities with our suppliers for infringement of third-party intellectual property rights. However, there is no assurance that we will be successful in our negotiations or that a supplier's indemnity will cover all damages and losses suffered by us and our customers due to the infringing products or that a supplier will choose to accept a license or modify or replace its products with non-infringing products which would otherwise mitigate such damages and losses. Further, we may not be able to participate in intellectual property litigation involving a supplier and may not be able to influence any ultimate resolution or outcome that may negatively impact our sales if a court enters an injunction that enjoins the supplier's products or if the International Trade Commission issues an exclusionary order that blocks our products from importation into the U.S. Intellectual property disputes involving our suppliers have resulted in our involvement in International Trade Commission proceedings from time to time. These proceedings are costly and entail the risk that we will be subjected to a ban on the importation of our products into the U.S. solely as a result of our use of a supplier's components.

In addition, our customers increasingly demand that we indemnify them broadly from all damages and losses resulting from intellectual property litigation against them. These demands stem from the increasing trend of the non-practicing entities that engage in patent enforcement and litigation targeting the end users of our products. End users are targeted so the non- practicing entities can seek royalties and litigation judgments in proportion to the value of the use of our products, rather than in proportion to the cost of our products. Such demands can amount to many times the selling price of our products.

Our patent and other intellectual property rights are important competitive tools and may generate income under license agreements. We regard our intellectual property as proprietary and attempt to protect it with patents, copyrights, trademarks, trade secret laws, confidentiality agreements and other methods. We also generally restrict access to and distribution of our proprietary information. Despite these precautions, it may be possible for a third-party to obtain and use our proprietary information or develop similar technology independently. In addition, effective patent, copyright, trademark and trade secret protection may be unavailable or limited in certain foreign countries. Unauthorized use of our intellectual property rights by third- parties and the cost of any litigation necessary to enforce our intellectual property rights could have a negative impact on our financial results.

As we expand our business, including through acquisitions, and compete with new competitors in new markets, the breadth and strength of our intellectual property portfolio in those new markets may not be as developed as in our longer- standing businesses. This may expose us to a heightened risk of litigation and other challenges from competitors in these new markets. Further, competitors may be able to negotiate significantly more favorable terms for licensed intellectual property than we are able to, which puts them at a competitive advantage.

We may not have the ability to settle the principal amount of the $1 billion of 2% Senior Convertible Notes (the "Senior Convertible Notes") in cash in the event of conversion or to repurchase the Senior Convertible Notes upon the occurrence of a fundamental change, which could have a material effect on our reported financial results.

Our Senior Convertible Notes are convertible any time. In the event of conversion, the Company currently intends to settle the principal amount of the Senior Convertible Notes in cash.

Under certain circumstances, convertible debt instruments (such as the Senior Convertible Notes) that may be settled entirely or partially in cash are evaluated for their impact on earnings per share utilizing the treasury stock method, the effect of which is that the shares issuable upon conversion of the Senior Convertible Notes are not included in the calculation of diluted earnings per share except to the extent that the conversion value of the Senior Convertible Notes exceeds their principal amount. Under the treasury stock method the number of shares outstanding for purposes of calculating diluted earnings per share includes the number of shares that would be required to settle the excess of the conversion value of the Senior Convertible Notes, if any, over the principal amounts of the Senior Convertible Notes (which would be settled in cash). The conversion value of the Senior Convertible Notes will exceed the principal amount of the notes to the extent the trading price of a share of our stock exceeds the effective conversion price as of the conversion date.

If we do not have adequate cash available, either from cash on hand, funds generated from operations or existing financing arrangements, or we cannot obtain additional financing arrangements, we may not be able to settle the principal amount of the Senior Convertible Notes in cash and, in the case of settlement of conversion elections, will be required to settle the principal amount of the Senior Convertible Notes in stock. If we settle any portion of the principal amount of the Senior Convertible Notes in stock, it will result in immediate, and possibly material, dilution to the interests of existing security holders.

Following any conclusion that we no longer have the ability to settle the Senior Convertible Notes in cash, we will be required on a going forward basis to change our accounting policy for earnings per share from the treasury stock method to the if-converted method. Earnings per share will most likely be significantly lower under the if-converted method as compared to the treasury stock method.

Our ability to repurchase the Senior Convertible Notes in cash upon the occurrence of a fundamental change or make any other required payments may be limited by law or the terms of other agreements relating to our indebtedness outstanding at the time. Our failure to repurchase the Senior Convertible Notes when required would result in an event of default with respect to the Senior Convertible Notes and may constitute an event of default or prepayment under, or result in the acceleration of the maturity of, our then-existing indebtedness.

Tax matters could have a negative impact on our financial condition and results of operations.

We are subject to income taxes in the U.S. and numerous foreign tax jurisdictions. Our provision for income taxes and cash tax liability may be negatively impacted by: (i) changes in the mix of earnings taxable in jurisdictions with different statutory tax rates, (ii) changes in tax laws and accounting principles, (iii) changes in the valuation of our deferred tax assets and liabilities, (iv) failure to meet commitments under tax incentive agreements, (v) discovery of new information during the course of tax return preparation, (vi) increases in nondeductible expenses, or (vii) difficulties in repatriating cash held abroad in a tax- efficient manner.

As of December 22, 2017 the U.S. enacted wide-sweeping tax law changes that will impact our provision for income taxes. Certain provisions included in the legislation, primarily related to the taxation of non-U.S. income, do not contain sufficient details for us to determine the specific financial impact on the Company in future years. The future guidance or interpretations of the new law could result in an increase to our U.S. tax liability and a resulting negative impact on our future operating results.

Tax audits may also negatively impact our business, financial condition and results of operations. We are subject to continued examination of our income tax returns, and tax authorities may disagree with our tax positions and assess additional tax. We regularly evaluate the likelihood of adverse outcomes resulting from these examinations to determine the adequacy of our provision for income taxes. There can be no assurance that the outcomes from these continuing examinations will not have a negative impact on our future financial condition and operating results.

Certain tax policy efforts, including the Organisation for Economic Co-operation and Development's ("OECD") Base Erosion and Profit Shifting ("BEPS") Project, the European Commission's state aid investigations, and other initiatives could have an adverse effect on the taxation of international businesses. Furthermore, many of the countries where we are subject to taxes, including the United States, are independently evaluating their tax policy and we may see significant changes in legislation and regulations concerning taxation. Certain countries have already enacted legislation which could affect international businesses, and other countries have become more aggressive in their approach to audits and enforcement of their applicable tax laws. Such changes, to the extent they are brought into tax legislation, regulations, policies, or practices, could increase our effective tax rates in many of the countries where we have operations and have an adverse effect on our overall tax rate, along with increasing the complexity, burden and cost of tax compliance, all of which could impact our operating results, cash flows and financial condition.

Our success depends in part upon our ability to attract, retain and prepare succession plans for senior management and key employees.

The performance of our CEO, senior management and other key employees is critical to our success. If we are unable to retain talented, highly qualified senior management and other key employees or attract them when needed, it could negatively impact our business. We rely on the experience of our senior management, most of whom have been with the Company for many years and as a result have specific knowledge relating to us and our industry that is difficult to replace and competition for management with experience in the communications industry is intense. A loss of the CEO, a member of senior management or key employee particularly to a competitor could also place us at a competitive disadvantage. Further, if we fail to adequately plan for the succession of our CEO, senior management and other key employees, our business could be negatively impacted.

It may be difficult for us to recruit and retain the types of engineers and other highly-skilled employees that are necessary to remain competitive and layoffs of such skilled employees as a result of divestitures, restructuring activities or cost reductions may benefit our competitors.

Competition for key technical personnel in high-technology industries is intense. As we expand our solutions and services business, we now have increased demand for technical personnel in areas like software development, which is an area of particularly high demand for skilled employees. We believe that our future success depends in large part on our continued ability to hire, assimilate, retain and leverage the skills of qualified engineers and other highly-skilled personnel needed to develop successful new products or services. We may not be as successful as our competitors at recruiting, assimilating, retaining and utilizing these highly-skilled personnel, which could have a negative impact on our business. In addition, as we have divested businesses and restructured our operations we have, in some cases, had to layoff engineers and other highly skilled employees. If these employees were to go to work for our competitors it could have a negative impact on our business.

Returns on pension and retirement plan assets and interest rate changes could affect our earnings and cash flows in future periods.

Although we engaged in pension de-risking activities in 2014, we continue to have large underfunded pension obligations, in part resulting from the fact that we retained almost all of the U.S. pension liabilities and a major portion of our non-U.S. pension liabilities following our divestitures, including the distribution of Motorola Mobility, the sale of our Networks business and the sale of our Enterprise business. The funding position of our pension plans is affected by the performance of the financial markets, particularly the equity and debt markets, and the interest rates used to calculate our pension obligations for funding and expense purposes. Minimum annual pension contributions are determined by government regulations and calculated based upon our pension funding status, interest rates, and other factors. If the financial markets perform poorly, we have been and could be required to make additional large contributions. The equity and debt markets can be volatile, and therefore our estimate of future contribution requirements can change dramatically in relatively short periods of time. Similarly, changes in interest rates can affect our contribution requirements. In volatile capital market environments, the uncertainty of material changes in future minimum required contributions increases.

Changes in our operations or sales outside the U.S. markets could result in lost benefits in impacted countries and increase our cost of doing business.

We have entered into various agreements with non-U.S. governments, agencies or similar organizations under which we receive certain benefits relating to its operations and/or sales in the jurisdiction. If our circumstances change, and operations or sales are not at levels originally anticipated, we may be at risk of having to reimburse benefits already granted, and losing some or all of these benefits and increasing our cost of doing business.

We transferred a significant portfolio of intellectual property rights, including patents, to Motorola Mobility and Zebra and we are unable to leverage these intellectual property rights as we did prior to the distribution of Motorola Mobility or the sale of our Enterprise business.

We contributed approximately 17,200 granted patents and approximately 8,000 pending patent applications worldwide to Motorola Mobility in connection with the distribution. We also transferred approximately 2,700 granted patents and approximately 800 pending patent applications to Zebra in connection with the sale of the Enterprise business. Although we have a worldwide, perpetual, royalty-free license to these patents and other intellectual property rights, we no longer own them. As a result we are unable to leverage these intellectual property rights for purposes of generating licensing revenue or entering into favorable licensing arrangements with third-parties. As a result we may incur increased license fees or litigation costs. Although we cannot predict the extent of such unanticipated costs, it is possible such costs could negatively impact our financial results.

We are subject to a wide range of product regulatory and safety, consumer, worker safety and environmental laws that continue to expand and could impact our ability to grow our business, could subject us to unexpected costs and liabilities and could impact our financial performance.

Our operations and the products we manufacture and/or sell are subject to a wide range of product regulatory and safety, consumer, worker safety and environmental laws. Compliance with such existing or future laws could subject us to future costs or liabilities, impact our production capabilities, constrict our ability to sell, expand or acquire facilities, restrict what products and services we can offer, and generally impact our financial performance. Some of these laws are environmental and relate to the use, disposal, clean up of, and exposure to certain substances. For example, in the U.S., laws often require parties to fund remedial studies or actions regardless of fault and often times in response to action or omissions that were legal at the time they occurred. We continue to incur disposal costs and have ongoing remediation obligations. Changes to environmental laws or our discovery of additional obligations under these laws could have a negative impact on our financial performance.

Laws focused on: (i) the energy efficiency of electronic products and accessories, (ii) recycling of both electronic products and packaging, (iii) reducing or eliminating certain hazardous substances in electronic products, and (iv) the transportation of batteries continue to expand significantly. Laws pertaining to accessibility features of electronic products, standardization of connectors and power supplies, the transportation of lithium-ion batteries and other aspects of our products are also proliferating. There are also demanding and rapidly changing laws around the globe related to issues such as product safety, radio interference, radio frequency radiation exposure, medical related functionality, and consumer and social mandates pertaining to use of wireless or electronic equipment. These laws, and changes to these laws, could have a substantial impact on whether we can offer certain products, solutions and services, on product costs, and on what capabilities and characteristics our products or services can or must include.

These laws could impact our products and negatively affect our ability to manufacture and sell products competitively. We expect these trends to continue. In addition, we anticipate that we will see increased demand to meet voluntary criteria related to reduction or elimination of certain constituents from products, increasing energy efficiency, and providing additional accessibility.

We may be unable to obtain components and parts that are verified to be Democratic Republic of Congo ("DRC") Conflict Free, which could result in reputational damage if we disclose that our products include minerals that have been identified as "not found to be DRC conflict free" or if we disclose that we are unable to determine whether such minerals are included in our products.

The Dodd-Frank Wall Street Reform and Consumer Protection Act included disclosure requirements regarding the use of tin, tantalum, tungsten and gold (which are defined as "conflict minerals") in our products and if the origin of these materials were from the DRC or an adjoining country. If the minerals originated from the DRC or an adjoining country then a company must disclose the measures it has taken to exercise due diligence and chain of custody to prevent the sourcing of such minerals that have been found to be financing conflict in the DRC. There is a limited pool of suppliers who can provide verifiable DRC Conflict Free components and parts, particularly since our supply chain is complex. As a result, we may be required to publicly disclose that we are not currently able to determine if the products we manufactured in 2017 are DRC Conflict Free. For future reporting years, if the industry systems that we are relying on are not mature enough for us to make a definitive Conflict Free determination, we may have to declare our products as "not found to be DRC conflict free," or such other definitional standard as determined by the SEC and/or the judicial system and we may face reputational challenges with our customers, other stockholders and the activist community as a result. In addition, the European Union has passed conflict minerals legislation which may have an impact on our reporting obligations and compliance programs in Europe.

Any system or network disruption could have negative impact on our operations, sales and operating results.

We rely extensively on our information systems to manage our business operations. Our systems are subject to damage or interruption from various sources, including power outages, computer and telecommunications failures, computer viruses, cyber security breaches, vandalism, severe weather conditions, catastrophic events, terrorism, and human error, and our disaster recovery planning cannot account for all eventualities. If our systems are damaged, fail to function properly, or otherwise become

compromised or unavailable, we may incur substantial costs to repair or replace them, and we may experience loss of critical data and interruptions or delays in our ability to perform critical functions, which could adversely affect our business and operating results. We also currently rely on a number of older legacy information systems that are harder to maintain and that we now have fewer resources to maintain since implementing our new ERP system. A system failure could negatively impact our operations and financial results. In addition, as we have outsourced more of our business operations we have increased our dependence on the IT systems of our outsourced business partners which are not under our direct management or control. Any disruption to either those outsourced systems or the communication links between Motorola Solutions and the outsourced supplier, may negatively impact our ability to manufacture, distribute, or repair products. We may incur additional costs to remedy the damages caused by these disruptions.

Item 1B: Unresolved Staff Comments

None.

Item 2: Properties

Motorola Solutions' principal executive offices are located at 500 W. Monroe Street, Chicago, Illinois 60661. Motorola Solutions also operates manufacturing facilities and sales offices in other U.S. locations and in many other countries.

As of December 31, 2017, we: (i) owned 2 facilities (manufacturing and office), both of which were located in Europe, (ii) leased 203 facilities, 105 of which were located in North America and South America and 98 of which were located in other countries and (iii) primarily utilized three major facilities for the manufacturing and distribution of our products, located in: Penang, Malaysia; Elgin, Illinois; and Berlin, Germany. Motorola Solutions sold its Penang, Malaysia facility and manufacturing operations to Sanmina Corporation ("Sanmina") on February 1, 2016.

We generally consider the productive capacity of our manufacturing facilities to be adequate and sufficient for our requirements. The extent of utilization of each manufacturing facility varies throughout the year.

In 2017, approximately 35% of our products were manufactured in Illinois and approximately 60% of our products were manufactured in Penang. We rely on third-party providers in order to enhance our ability to lower costs and deliver products that meet demand. If manufacturing in Malaysia or Illinois were disrupted, our overall productive capacity could be significantly reduced.

Item 3: Legal Proceedings

We are a defendant in various lawsuits, claims, and actions, which arise in the normal course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on our consolidated financial position, liquidity, or results of operations. However, an unfavorable resolution could have a material adverse effect on our consolidated financial position, liquidity, or results of operations in the periods in which the matters are ultimately resolved, or in the periods in which more information is obtained that changes management's opinion of the ultimate disposition.

Item 4: Mine Safety Disclosures

Not applicable.

Executive Officers of the Registrant

The following are the persons who were the executive officers of Motorola Solutions, their ages, and their current titles as of February 16, 2018 and the positions they have held during the last five years with the Company:

Gregory Q. Brown; age 57; Chairman and Chief Executive Officer since May 3, 2011.

Gino A. Bonanotte; age 53; Executive Vice President and Chief Financial Officer since November 13, 2013; Corporate Vice President and Acting Chief Financial Officer from August 2013 to November 2013; and Corporate Vice President, Finance, Sales and Field Operations, from October 2012 to August 2013.

Bruce W. Brda; age 55; Executive Vice President, Products and Solutions since July 24, 2017; Executive Vice President, Products & Services from January 2016 to July 2017; Executive Vice President, Systems & Products from May 2015 to January 2016; Senior Vice President, Systems & Products from December 2014 to May 2015; Senior Vice President, Government Solutions from March 2014 to December 2014; and Senior Vice President, Global Solutions & Services from January 2013 to March 2014.

Mark S. Hacker; age 46; Executive Vice President, General Counsel and Chief Administrative Officer since January 21, 2015; Senior Vice President and General Counsel from June 2013 to January 2015; and Corporate Vice President, Law, Sales and Product Operations, International and Legal Operations from January 2013 to June 2013.

John P. "Jack" Molloy; age 46; Executive Vice President, Worldwide Sales and Services since July 24, 2017; Executive Vice President, Worldwide Sales from January 2016 to July 2017; Executive Vice President, Americas Sales & Services from November 2015 to January 2016; Senior Vice President, The Americas Sales & Marketing from September 2015 to November 2015; Senior Vice President, North America Sales from January 2014 to August 2015; Corporate Vice President, Central US & Canada and NA Energy Market from January 2013 to December 2013.

John K. Wozniak; age 46; Corporate Vice President and Chief Accounting Officer since November 3, 2009.

The above executive officers will serve as executive officers of Motorola Solutions until the regular meeting of the Board of Directors in May 2018 or until their respective successors are elected. There is no family relationship between any of the executive officers listed above.

PART II

Item 5: Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Motorola Solutions' common stock is listed on the New York Stock Exchange. The number of stockholders of record of its common stock on February 2, 2018 was 28,697.

Information regarding securities authorized for issuance under equity compensation plans is incorporated by reference to the information under the caption "Equity Compensation Plan Information" of Motorola Solutions' Proxy Statement for the 2018 Annual Meeting of Stockholders. The remainder of the response to this Item incorporates by reference Note 16, "Quarterly and Other Financial Data (unaudited)" of the Notes to Consolidated Financial Statements appearing under "Item 8: Financial Statements and Supplementary Data."

The following table provides information with respect to acquisitions by the Company of shares of its common stock during the quarter ended December 31, 2017.

ISSUER PURCHASES OF EQUITY SECURITIES

Period	*(a) Total Number of Shares Purchased*	*(b) Average Price Paid per Share* [1]	*(c) Total Number of Shares Purchased as Part of Publicly Announced Plans or Program* [2]	*(d) Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Program* [2]
09/28/17 to 10/25/17	—	N/A	—	$ 1,833,468,345
10/26/17 to 11/22/17	749,423	$ 91.59	749,423	$ 1,770,826,834
11/23/17 to 12/27/17	610,029	$ 92.39	610,029	$ 1,708,468,411
Total	1,359,452	$ 91.95	1,359,452	

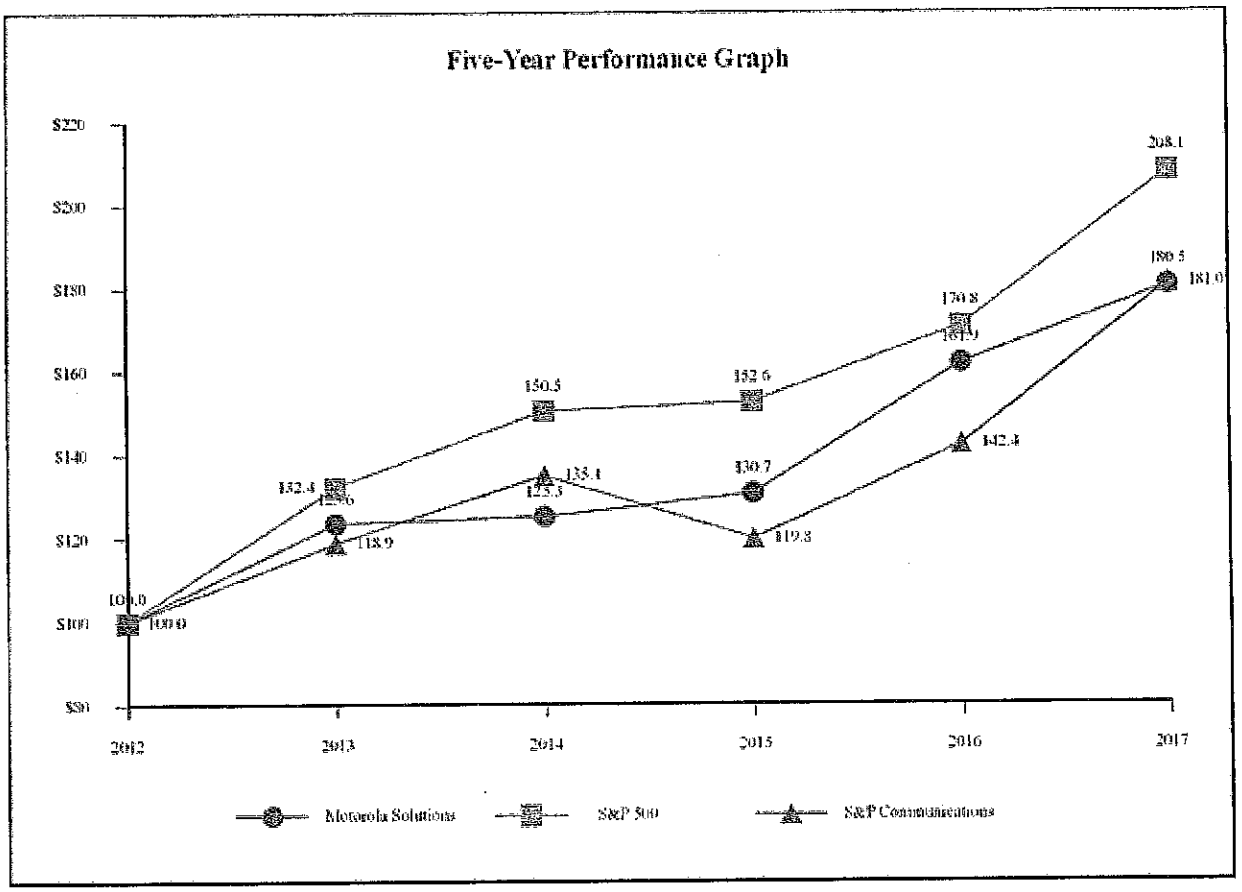
(1) Average price paid per share of common stock repurchased is the execution price, including commissions paid to brokers.

(2) Through a series of actions, the Board of Directors has authorized the Company to repurchase an aggregate amount of up to $14.0 billion of its outstanding shares of common stock (the "share repurchase program"). The share repurchase program does not have an expiration date. As of December 31, 2017, the Company had used approximately $12.3 billion, including transaction costs, to repurchase shares.

PERFORMANCE GRAPH

The following graph compares the five-year cumulative total returns of Motorola Solutions, Inc., the S&P 500 Index and the S&P Communications Equipment Index.

This graph assumes $100 was invested in the stock or the indices on December 31, 2012 and reflects the payment of dividends.



Item 6: Selected Financial Data

(In millions, except per share amounts)	*Years Ended December 31*				
	2017	2016	2015	2014	2013
Operating Results					
Net sales	**$ 6,380**	$ 6,038	$ 5,695	$ 5,881	$ 6,227
Operating earnings (loss)	**1,282**	1,067	994	(1,006)	947
Earnings (loss) from continuing operations, net of tax*	**(155)**	560	640	(697)	933
Per Share Data (in dollars)					
Diluted earnings (loss) from continuing operations per common share*	**$ (0.95)**	$ 3.24	$ 3.17	$ (2.84)	$ 3.45
Earnings (loss) per diluted common share*	**(0.95)**	3.24	3.02	5.29	4.06
Diluted weighted average common shares outstanding (in millions)	**162.9**	173.1	201.8	245.6	270.5
Dividends declared per share	**$ 1.93**	$ 1.70	$ 1.43	$ 1.30	$ 1.14
Balance Sheet					
Total assets	**$ 8,208**	$ 8,463	$ 8,346	$ 10,423	$ 11,851
Total debt	**4,471**	4,396	4,349	3,400	2,461
Other Data					
Capital expenditures	**$ 227**	$ 271	$ 175	$ 181	$ 169
% of sales	**3.6%**	4.5%	3.1%	3.1%	2.7%
Research and development expenditures	**$ 568**	$ 553	$ 620	$ 681	$ 761
% of sales	**8.9%**	9.2%	10.9%	11.6%	12.2%

* Amounts attributable to Motorola Solutions, Inc. common shareholders.

Item 7: Management's Discussion and Analysis of Financial Condition and Results of Operations

The following is a discussion and analysis of our financial position as of December 31, 2017 and 2016 and results of operations for each of the three years in the period ended December 31, 2017. This commentary should be read in conjunction with our consolidated financial statements and the notes thereto appearing under "Item 8: Financial Statements and Supplementary Data."

Executive Overview

Our Business

We are a leading global provider of mission-critical communication infrastructure, devices, accessories, software, and services. Our products and services help government, public safety, and commercial customers improve their operations through increased effectiveness, efficiency, and safety of their mobile workforces. We serve our customers with a global footprint of sales in more than 100 countries and 15,000 employees worldwide based on our industry leading innovation and a deep portfolio of products and services.

We conduct our business globally and manage it by two segments:

Products: The Products segment is comprised of Devices and Systems. Devices includes two-way portable and vehicle mounted radios, accessories, and software features and upgrades. Systems includes the radio network core and central processing software, base stations, consoles, repeaters, and software applications and features. The primary customers of the Products segment are government, public safety and first-responder agencies, municipalities, and commercial and industrial customers who operate private communications networks and manage a mobile workforce. In 2017, the segment's net sales were $3.8 billion, representing 59% of our consolidated net sales.

Services: The Services segment provides a full set of service offerings for government, public safety, and commercial communication networks including: (i) Integration services, (ii) Managed & Support services, and (iii) iDEN services. Integration services includes the implementation, optimization, and integration of systems, devices, software, and applications. Managed & Support services includes a continuum of service offerings beginning with repair, technical support, and hardware maintenance. More advanced offerings include network monitoring, software maintenance, and cyber security services. Managed service offerings range from partial or full operation of customer owned networks to operation of Motorola Solutions owned networks. Services and SaaS offerings are provided across all radio network technologies, Command Center Consoles, and Smart Public Safety Solutions. iDEN services consists primarily of hardware and software maintenance services for our legacy iDEN customers. In 2017, the segment's net sales were $2.6 billion, representing 41% of our consolidated net sales.

Trends Affecting Our Business

Impact of Macroeconomic Conditions: The stronger U.S. dollar and weakening economic conditions had a negative impact on sales throughout 2015 and 2016, particularly in Latin America, parts of Europe, and China. During that time, the strengthening dollar reduced the purchasing power of our customers, and economic challenges negatively impacted government and commercial budgets in these regions. While economic conditions in parts of the world stabilized in 2017 in contrast to the prior year, we expect continued political and economic uncertainty, in particular with the United Kingdom's planned exit from the European Union (commonly referred to as "Brexit"), and in parts of Latin America and Europe.

Focus on Managed & Support Services and Software: Services continues to grow at a faster rate than the Products segment, driven by acquisitions as well as growth in Managed & Support services absent of acquisitions. While Services generally have lower gross margins than our Products segment, we expect revenue growth will continue to drive operating margin expansion. During the year ended December 31, 2017, our Services segment grew by 9%.

In addition, we continue to invest in software through internal development and strategic acquisitions, as our customers increasingly demand expanded technology solutions that are delivered via software and related services. This includes mobile applications and software in the Command Center that provide enhanced capabilities such as analytics and predictive intelligence. In some cases, government funding or mandates help drive this software expansion, such as Next Generation 9-1-1 funding in the United States, and Public Safety LTE investment in the United States, United Kingdom, and other countries. This evolving trend provides a growth opportunity for us.

Recent Developments

On February 1, 2018, we announced our intention to purchase Avigilon Corporation, a provider of advanced end-to-end security and surveillance solutions including video analytics, network video management hardware and software, surveillance cameras and access control solutions for a purchase price of approximately $1.3 billion Canadian dollars. The acquisition is expected to be completed in the second quarter of 2018.

On July 28, 2017, we announced our intention to purchase Plant Holdings, Inc., the parent company of Airbus DS Communications. This acquisition will expand our software portfolio in the Command Center with additional solutions for Next Generation 9-1-1. The acquisition is expected to be completed in the first quarter of 2018.

Recent Changes to U.S. Tax Law

On December 22, 2017, the U.S. Tax Cuts and Jobs Act (the "Tax Act") was enacted into law. The Tax Act contains broad and complex provisions including, but not limited to: (i) the reduction of corporate income tax rate from 35% to 21%, (ii) requiring companies to pay a one-time transition tax on certain unrepatriated earnings of foreign subsidiaries, (iii) generally eliminating U.S. federal income taxes on dividends from foreign subsidiaries, (iv) modifying limitation on excessive employee remuneration, (v) requiring current inclusion in U.S. federal taxable income of certain earnings of controlled foreign corporations, (vi) repeal of corporate alternative minimum tax ("AMT") and changing how AMT credits can be realized, (vii) creating a new minimum tax, (viii) creating a new limitation on deductible interest expense, (ix) changing rules related to uses and limitations of net operating loss carryforwards and foreign tax credits created in tax years beginning after December 31, 2017, and (x) eliminating the deduction for income attributable to domestic production activities.

As required under U.S. GAAP, the effects of tax law changes are recognized in the period of enactment. Accordingly, we have recorded incremental income tax expense in the amount of $874 million associated with the Tax Act during the year ended December 31, 2017.

Change in Presentation

During the first quarter of 2017, we restructured our regions to combine the North America and Latin America regions into one region which is now reflected as the Americas. Accordingly, we now report net sales in the following three geographic regions: the Americas, Europe, Middle East and Africa ("EMEA"), and Asia Pacific ("AP"). We have updated all periods presented to reflect this change in presentation.

2017 financial results

- Ended 2017 with a record backlog position of $9.6 billion, up 15% compared to 2016
- Net sales were $6.4 billion in 2017 compared to $6.0 billion in 2016 and grew in every region
- Operating earnings were $1.3 billion in 2017, compared to $1.1 billion in 2016
- Recorded an $874 million tax expense due to U.S. tax reform
- Loss from continuing operations was $155 million, or $0.95 per diluted common share in 2017, compared to earnings of $560 million, or $3.24 per diluted common share in 2016
- Operating cash flow increased $181 million to $1.3 billion in 2017
- Returned $790 million of capital in the form of $483 million in share repurchases and $307 million in dividends in 2017 and invested $298 million in acquisitions
- Increased our quarterly dividend by 11% to $0.52 per share in November 2017

Financial results for our two segments in 2017

- In the Products segment, net sales were $3.8 billion in 2017, an increase of $123 million, or 3%, compared to $3.6 billion in 2016. On a geographic basis, net sales increased in every region, compared to 2016. Operating earnings were $914 million in 2017, compared to $734 million in 2016. Operating margin increased in 2017 to 24.2% from 20.1% in 2016.
- In the Services segment, net sales were $2.6 billion in 2017, an increase of $219 million, or 9%, compared to $2.4 billion in 2016. On a geographic basis, net sales increased in every region, compared to 2016. Managed & Support services grew 12% primarily driven by the acquisitions of Airwave, Spillman Technologies, Interexport and Kodiak Networks. Operating earnings were $368 million in 2017, compared to $333 million in 2016. Operating margin increased in 2017 to 14.1% from 13.9% in 2016.

Looking Forward

Entering 2018, we believe we are well-positioned to compete moving forward. We have a broad, compelling products and services portfolio specifically tailored for our mission-critical communications customer base that spans many layers of governments, public safety, and first responders, as well as commercial and industrial customers in a number of key verticals. As we add new products, features, and software upgrades, we ensure our solutions are interoperable and backward-compatible, enabling customers to confidently invest for their future needs while allowing them to utilize their prior investment in our technology.

Supplementing our traditional core business is our investment in our Managed & Support services business and software solutions in the Command Center. As communication networks have become increasingly complex, software-centric, and data-driven, we have shifted our offerings to align with this technology trend in serving our customers. We expect to continue to see growing demand for our Managed & Support services going forward. These services offerings help customers manage, support, and upgrade their networks as well as utilize features, applications, and data in new ways, including predictive policing, proactive support, or smarter response strategies. We expect our overall revenue mix to continue to shift towards software and services over time. We expanded our software solutions and services portfolios in 2017 with the acquisitions of Kodiak Networks and Interexport, respectively.

Another key technology trend complementing our existing business is the expanded use of broadband LTE by our customers. We have been proactively investing in next-generation public safety broadband solutions for years, as we believe public safety LTE solutions are the next-generation tool for our public safety first-responder customers. We believe our expertise in both public and private networks makes us uniquely qualified to provide these public safety broadband solutions to this customer base. We have now won the four largest public safety LTE network installations awarded to date and expect LTE sales to represent a larger portion of our revenue in the coming years.

We remain committed to driving shareholder value with revenue growth, operating leverage, cash flow generation, and efficient capital deployment. Our framework for efficient capital deployment of cash flow from operations consists of approximately: (i) 50% for acquisitions or share repurchases, (ii) 30% for dividends, and (iii) 20% for investments in the business through capital expenditures. We expect to continue a balanced approach in allocating capital through this framework. Our share repurchase program has approximately $1.7 billion of authority available as of December 31, 2017.

Results of Operations

(Dollars in millions, except per share amounts)	Years ended December 31 2017	% of Sales **	2016	% of Sales **	2015	% of Sales **
Net sales from products	$ 3,772		$ 3,649		$ 3,676	
Net sales from services	2,608		2,389		2,019	
Net sales	6,380		6,038		5,695	
Costs of product sales	1,686	44.7 %	1,649	45.2 %	1,625	44.2 %
Costs of services sales	1,670	64.0 %	1,520	63.6 %	1,351	66.9 %
Costs of sales	3,356	52.6 %	3,169	52.5 %	2,976	52.3 %
Gross margin	3,024	47.4 %	2,869	47.5 %	2,719	47.7 %
Selling, general and administrative expenses	979	15.3 %	1,000	16.6 %	1,021	17.9 %
Research and development expenditures	568	8.9 %	553	9.2 %	620	10.9 %
Other charges	195	3.1 %	249	4.1 %	84	1.5 %
Operating earnings	1,282	20.1 %	1,067	17.7 %	994	17.5 %
Other income (expense):						
Interest expense, net	(201)	(3.2)%	(205)	(3.4)%	(173)	(3.0)%
Gains (losses) on sales of investments and businesses, net	3	— %	(6)	(0.1)%	107	1.9 %
Other	(8)	(0.1)%	(12)	(0.2)%	(11)	(0.2)%
Total other expense	(206)	(3.2)%	(223)	(3.7)%	(77)	(1.4)%
Earnings from continuing operations before income taxes	1,076	16.9 %	844	14.0 %	917	16.1 %
Income tax expense	1,227	19.2 %	282	4.7 %	274	4.8 %
Earnings (loss) from continuing operations	(151)	(2.4)%	562	9.3 %	643	11.3 %
Less: Earnings attributable to noncontrolling interests	4	0.1 %	2	— %	3	0.1 %
Earnings (loss) from continuing operations*	(155)	(2.4)%	560	9.3 %	640	11.2 %
Loss from discontinued operations, net of tax	—	— %	—	— %	(30)	(0.5)%
Net earnings (loss)*	$ (155)	(2.4)%	$ 560	9.3 %	$ 610	10.7 %
Earnings (loss) per diluted common share*:						
Continuing operations	$ (0.95)		$ 3.24		$ 3.17	
Discontinued operations	—		—		(0.15)	
Earnings per diluted common share*	$ (0.95)		$ 3.24		$ 3.02	

* Amounts attributable to Motorola Solutions, Inc. common shareholders.

** Percentages may not add due to rounding.

Geographic Market Sales by Locale of End Customer

	2017	2016	2015
Americas	68%	68%	71%
EMEA	21%	21%	17%
AP	11%	11%	12%
	100%	100%	100%

Results of Operations—2017 Compared to 2016

Net Sales

Net sales were $6.4 billion in 2017, up $342 million, or 6%, compared to $6.0 billion in 2016, reflecting solid demand across the globe for our products and services. The increase in net sales is reflective of Products and Services growth in every region. Within the Products segment, Systems net sales increased in the Americas, while Devices net sales increased in every region. Services net sales increased, driven by the acquisitions of Airwave, Interexport, Spillman Technologies and Kodiak Networks and growth in Managed & Support and Integration services, absent of acquisitions.

Gross Margin

Gross margin was $3.0 billion, or 47.4% of net sales in 2017, compared to $2.9 billion, or 47.5% of net sales in 2016.

Selling, General and Administrative Expenses

SG&A expenses decreased 2% to $979 million, or 15.3% of net sales in 2017, compared to $1.0 billion, or 16.6% of net sales in 2016. The decrease in SG&A expenditures is primarily due to cost saving initiatives, partially offset by expenses associated with acquired businesses.

Research and Development Expenditures

R&D expenditures increased 3% to $568 million, or 8.9% of net sales in 2017, compared to $553 million, or 9.2% of net sales in 2016. The increase in R&D expenditures is primarily due to increased expenses associated with acquired businesses.

Other Charges

We recorded net other charges of $195 million in 2017, compared to net charges of $249 million in 2016. The charges in 2017 included: (i) $151 million of charges relating to the amortization of intangibles, (ii) $48 million of losses on settlements within a non-U.S. pension plan, (iii) $33 million of net reorganization of business charges, (iv) $9 million of asset impairments, and (v) $1 million of charges for acquisition related transaction fees, partially offset by a $47 million gain on legal settlements. The charges in 2016 included: (i) $113 million of charges relating to the amortization of intangibles, (ii) $97 million of net reorganization of business charges, including a $17 million building impairment and a $3 million impairment of our corporate aircraft, (iii) $26 million of losses on settlements within a non-U.S. pension plan, and (iv) $13 million of transaction fees on the acquisition of Airwave. The net reorganization of business charges are discussed in further detail in the "Reorganization of Businesses" section.

Net Interest Expense

Net interest expense was $201 million in 2017 compared to $205 million in 2016. The decrease in net interest expense in 2017 compared to 2016 was a result of lower outstanding debt throughout 2017, due to the $675 million term loan outstanding throughout 2016, which was repaid at the end of 2016.

Gains (losses) on Sales of Investments and Businesses, net

Net gains on sales of investments and businesses were $3 million in 2017, compared to net losses on sales of investments and businesses of $6 million in 2016. The net gains in 2017 were primarily related to the sales of various equity investments. The net losses in 2016 consisted primarily of a $19 million loss on the sale of an investment in United Kingdom treasury securities and a $7 million loss from the sale of our Malaysia manufacturing operations, partially offset by $20 million of gains on the sales of equity investments.

Other

Net Other expense was $8 million in 2017, compared to $12 million in 2016. The net Other expense in 2017 was primarily comprised of a $31 million foreign currency loss, partially offset by: (i) a $15 million gain on derivative instruments, (ii) $7 million of other non-operating gains and (iii) a $1 million gain on equity method investments. The net Other expense in 2016 was primarily comprised of: (i) a $56 million loss on derivative instruments, (ii) a $10 million foreign currency loss on currency purchased and held in anticipation of the acquisition of Airwave, (iii) a $4 million investment impairment, and (iv) a $2 million loss on the extinguishment of long-term debt, partially offset by: (i) a $46 million foreign currency gain, (ii) $9 million of other non-operating gains, and (iii) $5 million gain on equity method investments.

Effective Tax Rate

We recorded $1.2 billion of net tax expense in 2017, an increase of $945 million compared to $282 million of net tax expense in 2016, or an effective tax rate of 33%. As a result of the Tax Act, we recorded $874 million of non-recurring charges during 2017, primarily related to a valuation allowance of $471 million against U.S. foreign tax credit carryforwards and income tax expense of $366 million from the remeasurement of our deferred tax balances at the lower federal tax rate of 21%. Excluding the income tax effects from the Tax Act, our effective tax rate was lower than the current U.S. federal statutory rate of 35%.

Our effective tax rate in 2016 was lower than the U.S. statutory tax rate of 35% primarily due to lower tax rates on non-U.S. income.

Our effective tax rate will change from period to period based on non-recurring events, such as the settlement of income tax audits, changes in valuation allowances, changes in tax laws, and the tax impact of significant unusual or extraordinary items, as well as recurring factors including changes in the geographic mix of income and effects of various global income tax strategies.

Earnings (Loss) from Continuing Operations Attributable to Motorola Solutions, Inc.

After taxes, we had a loss from continuing operations attributable to Motorola Solutions, Inc. of $155 million, or $0.95 per diluted share, in 2017, compared to earnings of $560 million, or $3.24 per diluted share, in 2016.

The decrease in earnings from continuing operations in 2017, as compared to 2016, was driven by an increase in income tax expense primarily related to an $874 million charge for the implementation of the Tax Act.

Results of Operations—2016 Compared to 2015

Net Sales

Net sales were $6.0 billion in 2016, up $343 million, or 6%, compared to $5.7 billion in 2015. The increase in net sales is reflective of growth in every region. EMEA grew on Services sales, partially offset by lower Products sales. The increase in EMEA Services sales was due to expansion of our Managed & Support services, primarily from the acquisition of Airwave which provided $462 million of net sales during the year ended December 31, 2016. The Americas grew on Products sales, partially offset by lower Services sales. The decrease in the Americas Services sales was primarily due to macroeconomic pressures in Latin America. AP grew on both Services and Products sales.

Gross Margin

Gross margin was $2.9 billion, or 47.5% of net sales in 2016, compared to $2.7 billion, or 47.7% of net sales in 2015.

Selling, General and Administrative Expenses

SG&A expenses decreased 2% to $1.0 billion, or 16.6% of net sales in 2016, compared to $1.0 billion, or 17.9% of net sales in 2015. The decrease in SG&A expenditures is primarily due to cost savings initiatives, including headcount reductions, partially offset by higher incentive compensation and acquisitions costs.

Research and Development Expenditures

R&D expenditures decreased 11% to $553 million, or 9.2% of net sales in 2016, compared to $620 million, or 10.9% of net sales in 2015. The decrease in R&D expenditures is primarily due to: (i) cost savings initiatives, including headcount reductions, and (ii) the movement of employees to lower cost work sites.

Other Charges

We recorded net other charges of $249 million in 2016, compared to net charges of $84 million in 2015. The charges in 2016 included: (i) $113 million of charges relating to the amortization of intangibles, (ii) $97 million of net reorganization of business charges, including a $17 million building impairment and a $3 million impairment on our corporate aircraft, (iii) $26 million of losses on settlements within a non-U.S. pension plan, and (iv) $13 million of transaction fees on the acquisition of Airwave. The charges in 2015 included: (i) $108 million of net reorganization of business charges, including a $31 million impairment of our corporate aircraft which was sold and (ii) $8 million of charges relating to the amortization of intangibles, partially offset by a $32 million non-U.S. pension curtailment gain. The net reorganization of business charges are discussed in further detail in the "Reorganization of Businesses" section.

Net Interest Expense

Net interest expense was $205 million in 2016 compared to $173 million in 2015. The increase in net interest expense in 2016 compared to 2015 was a result of higher outstanding debt balances throughout 2016.

Gains (losses) on Sales of Investments and Businesses, net

Net losses on sales of investments and businesses were $6 million in 2016, compared to net gains on sales of investments and businesses of $107 million in 2015. The net losses in 2016 consisted primarily of: (i) a $19 million loss on the sale of an investment in United Kingdom treasury securities and (ii) a $7 million loss from the sale of our Malaysia manufacturing operations, partially offset by $20 million of gains on the sales of equity investments. The net gains in 2015 were related to the sales of equity investments.

Other

Net Other expense was $12 million in 2016, compared to $11 million in 2015. The net Other expense in 2016 was primarily comprised of: (i) a $56 million loss on derivative instruments, (ii) a $10 million foreign currency loss on currency purchased and held in anticipation of the acquisition of Airwave, (iii) a $4 million investment impairment, and (iv) a $2 million loss on the extinguishment of long-term debt, partially offset by: (i) a $46 million foreign currency gain, (ii) $9 million of other non-operating gains, and (iii) a $5 million gain on equity method investments. The net Other expense in 2015 was primarily comprised of: (i) a $23 million foreign currency loss and (ii) a $6 million investment impairment, partially offset by: (i) a $7 million gain on derivative instruments, (ii) a $6 million gain on equity method investments, and (iii) $5 million of other non-operating gains.

Effective Tax Rate

We recorded $282 million of net tax expense in 2016, resulting in an effective tax rate of 33%, compared to $274 million of net tax expense in 2015, resulting in an effective tax rate of 30%. Our effective tax rate in 2016 and 2015 were lower than the U.S. statutory tax rate of 35% primarily due to lower tax rates on non-U.S. income.

Our effective tax rate will change from period to period based on non-recurring events, such as the settlement of income tax audits, changes in valuation allowances, and the tax impact of significant unusual or extraordinary items, as well as recurring factors including changes in the geographic mix of income and effects of various global income tax strategies.

Earnings (Loss) from Continuing Operations Attributable to Motorola Solutions, Inc.

After taxes, we had earnings from continuing operations attributable to Motorola Solutions, Inc. of $560 million, or $3.24 per diluted share, in 2016, compared to $640 million, or $3.17 per diluted share, in 2015.

The decrease in earnings from continuing operations in 2016, as compared to 2015, was primarily driven by: (i) a $165 million increase in Other charges primarily due to the increase in intangible amortization expense and (ii) a $113 million decrease in Gains on sales of investments and businesses, partially offset by: (i) a $150 million increase in Gross margin, (ii) a $67 million decrease in R&D, and (iii) a $21 million decrease in SG&A. The increase in earnings from continuing operations per diluted share was driven by lower shares outstanding as a result of repurchases made through our ongoing share repurchase program, offset by a decrease in earnings from continuing operations.

Earnings from Discontinued Operations

In 2016, we reported no earnings from discontinued operations, compared to a loss from discontinued operations of $30 million, or $0.15 per diluted share, in 2015. The loss from discontinued operations in 2015 was related to the sale of the Enterprise business.

Segment Information

The following commentary should be read in conjunction with the financial results of each operating business segment as detailed in Note 12, "Information by Segment and Geographic Region," of our consolidated financial statements. Net sales and operating results for our two segments for 2017, 2016, and 2015 are presented below.

Products Segment

The Products segment's net sales represented 59% of our consolidated net sales in 2017, compared to 60% in 2016 and 65% in 2015.

	Years ended December 31			*Percent Change*	
(Dollars in millions)	***2017***	*2016*	*2015*	***2017—2016***	*2016—2015*
Segment net sales	$ 3,772	$ 3,649	$ 3,676	3%	(1)%
Operating earnings (loss)	914	734	704	25%	4 %

Segment Results—2017 Compared to 2016

The segment's net sales increased $123 million, or 3%, to $3.8 billion in 2017, as compared to $3.6 billion in 2016. On a geographic basis, net sales increased in every region in 2017, compared to 2016. Devices net sales increased in every region while Systems net sales increased in the Americas partially offset by decreases in EMEA and AP. The segment's backlog was $1.9 billion at December 31, 2017 and $1.5 billion at December 31, 2016.

Net sales in the Americas continued to comprise a significant portion of the segment's business, accounting for approximately 74% of the segment's net sales in both 2017 and 2016.

The segment had operating earnings of $914 million in 2017, compared to $734 million in 2016. The increase in operating earnings in 2017 compared to 2016 was driven primarily by higher net sales and lower SG&A expenses, R&D expenditures, and Other charges.

Segment Results—2016 Compared to 2015

The segment's net sales decreased $27 million, or 1%, to $3.6 billion in 2016, as compared to $3.7 billion in 2015. The decrease in the segment's net sales was primarily driven by a decrease in global Systems sales and unfavorable foreign exchange rates with a strengthening U.S. dollar in EMEA, Latin America, and AP, partially offset by growth in Devices in the Americas and AP. On a geographic basis, net sales decreased in EMEA and increased in the Americas and AP in 2016, compared to 2015. The segment's backlog was $1.5 billion at December 31, 2016 and $1.2 billion at December 31, 2015.

Net sales in the Americas continued to comprise a significant portion of the segment's business, accounting for approximately 74% of the segment's net sales in 2016, up from 73% of the segment's net sales in 2015.

The segment had operating earnings of $734 million in 2016, compared to $704 million in 2015. The increase in operating earnings in 2016 compared to 2015 was driven primarily by: (i) lower SG&A and R&D expenditures as a result of cost savings initiatives including headcount reductions, partially offset by an increase in Other charges.

Services Segment

The Services segment's net sales represented 41% of our consolidated net sales in 2017, compared to 40% in 2016 and 35% in 2015.

	Years ended December 31			Percent Change	
(Dollars in millions)	**2017**	2016	2015	**2017—2016**	2016—2015
Segment net sales	$ 2,608	$ 2,389	$ 2,019	9%	18%
Operating earnings (loss)	368	333	290	11%	15%

Segment Results—2017 Compared to 2016

The segment's net sales increased $219 million, or 9%, to $2.6 billion in 2017, as compared to $2.4 billion in 2016. The increase in the segment's net sales was driven by growth in Managed & Support services and Integration services absent of acquisitions and the acquisitions of Interexport, Airwave, Spillman Technologies and Kodiak Networks. The net sales increase in the Americas was driven by Managed & Support services absent of acquisitions and the acquisitions of Interexport, Spillman Technologies and Kodiak Networks. The net sales increase in EMEA was driven by the acquisition of Airwave and growth in both Managed & Support services and Integration services absent of acquisitions. The net sales increase in AP was driven by growth in Integration services. The segment's backlog was $7.7 billion at December 31, 2017 and $6.9 billion at December 31, 2016.

Net sales in the Americas continued to comprise a significant portion of the segment's business, accounting for approximately 59% of the segment's net sales in 2017, up from 58% of the segment's net sales in 2016.

The segment had operating earnings of $368 million in 2017 compared to $333 million in 2016. The increase in operating earnings in 2017 compared to 2016 was driven primarily by higher net sales, partially offset by operating expenses related to acquisitions.

Segment Results—2016 Compared to 2015

The segment's net sales increased $370 million, or 18%, to $2.4 billion in 2016, as compared to $2.0 billion in 2015. The increase in the segment's net sales was primarily driven by higher Managed & Support services sales from both the acquisition of Airwave and absent of acquisitions. The acquisition of Airwave provided $462 million of net sales within EMEA during the year ended December 31, 2016, while the Managed & Support services business absent of acquisitions grew in the Americas and AP. This sales growth was partially offset by: (i) a decrease in Integration services sales, with a significant decrease in EMEA related to the winding down of a large system implementation, (ii) declining iDEN services sales in the Americas, and (iii) the effect of unfavorable foreign exchange rates with a strengthening U.S. dollar in EMEA, Latin America, and AP. On a geographic basis, net sales increased in EMEA and AP and decreased in the Americas in 2016, compared to 2015. The segment's backlog was $6.9 billion at December 31, 2016 and $5.2 billion at December 31, 2015. The increase in the segment's backlog in 2016 compared to 2015 was driven in part by $1.2 billion from the acquisition of Airwave.

Net sales in the Americas continued to comprise a significant portion of the segment's business, accounting for approximately 58% of the segment's net sales in 2016, down from 69% of the segment's net sales in 2015.

The segment had operating earnings of $333 million in 2016 compared to $290 million in 2015. The increase in operating earnings in 2016 compared to 2015 was driven primarily by: (i) increased sales volume generating higher gross margin on our Managed & Support services, primarily in EMEA due to the acquisition of Airwave, and (ii) lower SG&A expenditures due to cost savings initiatives, including headcount reductions, partially offset by an increase in Other charges, including $105 million of intangible amortization expense, primarily associated with the Airwave acquisition.

Reorganization of Businesses

In 2017, we recorded net reorganization of business charges of $42 million relating to the separation of 400 employees, of which 300 were indirect employees and 100 were direct employees. The $42 million of charges included $9 million recorded to Cost of sales and $33 million recorded to Other charges. Included in the aggregate $42 million are charges of $43 million for employee separation costs and $8 million for exit costs, partially offset by $9 million of reversals for accruals no longer needed.

During 2016, we recorded net reorganization of business charges of $140 million relating to the separation of 1,300 employees, of which 900 were indirect employees and 400 were direct employees. The $140 million of charges included $43 million recorded to Cost of sales and $97 million recorded to Other charges. Included in the aggregate $140 million are charges of: (i) $120 million for employee separation costs, (ii) $20 million for impairments, including $17 million for a building impairment and $3 million for the impairment of corporate aircraft, and (iii) $5 million for exit costs, partially offset by $5 million of reversals for accruals no longer needed.

During 2015, we recorded net reorganization of business charges of $117 million relating to the separation of 1,100 employees, of which 900 were indirect employees and 200 were direct employees. The $117 million of charges in earnings from continuing operations included $9 million recorded to Cost of sales and $108 million recorded to Other charges. Included in the aggregate $117 million are charges of: (i) $74 million for employee separation costs, (ii) $31 million for the impairment of

corporate aircraft, (iii) $10 million for exit costs, and (iv) a $6 million building impairment charge, partially offset by $4 million of reversals for accruals no longer needed.

The following table displays the net charges incurred by business segment:

Years ended December 31	***2017***	*2016*	*2015*
Products	$ 31	$ 106	$ 84
Services	11	34	33
	$ 42	$ 140	$ 117

Cash payments for exit costs and employee severance in connection with the reorganization of business plans were $93 million, $79 million, and $71 million in 2017, 2016, and 2015, respectively. The reorganization of business accruals at December 31, 2017 were $50 million, of which $41 million relates to employee separation costs that are expected to be paid within one year and $9 million relates primarily to lease termination obligations that are expected to be paid over a number of years.

Liquidity and Capital Resources

We increased the aggregate of our cash and cash equivalent balances from $1.0 billion as of December 31, 2016 to $1.3 billion as of December 31, 2017. As highlighted in the consolidated statements of cash flows, our liquidity and available capital resources are impacted by four key components: (i) cash and cash equivalents, (ii) operating activities, (iii) investing activities, and (iv) financing activities.

Cash and Cash Equivalents

At December 31, 2017, $757 million of the $1.3 billion cash and cash equivalents balance was held in the U.S. and $511 million was held outside of the U.S. Restricted cash was approximately $63 million at both December 31, 2017 and December 31, 2016.

In 2017, we repatriated approximately $606 million in cash to the U.S. from international jurisdictions. Under the Tax Act, federal income taxes on dividends from foreign subsidiaries have been generally eliminated after December 31, 2017. The change in tax law will allow the Company to more simply repatriate foreign income in a tax exempt manner. However, we do not anticipate significant changes in liquidity or our ability to repatriate foreign earnings more efficiently in the future as a result of the Tax Act.

Undistributed earnings that we intend to reinvest indefinitely, and for which no U.S. income taxes have been provided, aggregate to $1.8 billion at December 31, 2017. We currently have no plans to repatriate the foreign earnings permanently reinvested. If circumstances change and it becomes apparent that some or all of the permanently reinvested earnings will be remitted to the U.S. in the foreseeable future, an additional income tax charge may be necessary.

Where appropriate, we may also pursue capital reduction activities; however, such activities can be involved and lengthy. While we regularly repatriate funds, and a portion of offshore funds can be repatriated with minimal adverse financial impact, repatriation of some of these funds may be subject to delay for local country approvals and could have potential adverse cash tax consequences.

Operating Activities

Net cash provided by operating activities from continuing operations in 2017 was $1.3 billion, compared to cash provided by operating activities from continuing operations of $1.2 billion in 2016 and cash provided by operating activities from continuing operations of $1.0 billion in 2015. Operating cash flows in 2017, as compared to 2016, were positively impacted by higher revenue from continuing operations and resulting operating earnings. Operating cash flows in 2016, as compared to 2015, were positively impacted by higher earnings from continuing operations, offset by higher employee incentive compensation payments.

We expect to make a $500 million debt funded contribution to our U.S. Pension Plans in 2018. As a result, we will generate a tax benefit under the current U.S. federal tax rate of 35% for the plan year 2017, before the enacted rate lowers to 21% as a result of the Tax Act. We expect to make approximately $7 million of cash contributions to our Non-U.S. Pension Plans in 2018.

Investing Activities

Net cash used by investing activities from continuing operations was $448 million in 2017, compared to net cash used by investing activities from continuing operations of $1.0 billion in 2016 and net cash used by investing activities from continuing operations of $528 million in 2015. The decrease in net cash used by investing activities from 2016 to 2017 was primarily due to a decrease in acquisitions and investments, partially offset by lower proceeds from sales of investments and businesses. The increase in net cash used by investing activities from 2015 to 2016 was primarily due to the acquisition of Airwave, offset by the sale of an investment used to fund the acquisition.

Acquisitions and investments: We used net cash of $404 million for acquisitions and new investment activities in 2017, compared to $1.5 billion in 2016, and $586 million in 2015. The cash used during 2017 was used for investment in short-term government securities, and the acquisitions (net of acquired cash) of Kodiak Networks for $225 million and Interexport for $55 million. In 2016, we paid cash of $1.0 billion related to the acquisition of Airwave, $217 million for the acquisition of Spillman, and

$26 million related to the acquisition of other software and services related businesses. The remainder of the cash was used for several debt and equity investments. In 2015, we invested $401 million in order to partially offset our foreign currency risk associated with the purchase of Airwave. We liquidated these investments in February 2016 to partially fund the acquisition. Additionally, we paid $49 million for the acquisition of two public safety software solution providers, as well as several debt and equity investments.

Sales of Investments and Businesses: We received $183 million of proceeds in 2017, compared to $670 million in 2016, and $230 million in 2015. The $183 million of cash provided by investments in 2017 primarily consisted of the sales of short-term government securities. The $670 million of cash received in 2016 was primarily comprised of: (i) $382 million from the sale of an investment used to finance the acquisition of Airwave, (ii) $242 million from the sales of various debt and equity securities, and (iii) $46 million from the sale of our Penang, Malaysia facility and manufacturing operations. The $230 million of cash received in 2015 was primarily comprised of: (i) $49 million reimbursement from Zebra for cash transferred with the sale of the Enterprise business in conjunction with legal entities sold through a stock sale, (ii) $107 million from the sale of two equity investments, (iii) $13 million net cash received from Zebra for the final purchase price adjustment, as well as for reimbursement of liabilities of the Enterprise business paid on Zebra's behalf, and (iv) proceeds from the sale of various debt and equity securities, partially offset by $27 million of net cash transferred in conjunction with the sale of our ownership interest in a majority owned subsidiary to the entity's noncontrolling interest.

Capital Expenditures: Capital expenditures were $227 million in 2017, compared to $271 million in 2016, and $175 million in 2015. The decrease in capital spending in 2017, as compared to 2016, was primarily driven by lower facilities spend and lower expenditures on networks that we build and operate on behalf of our customers, partially offset by an increase in information technology spend. The increase in capital spending in 2016, as compared to 2015, was primarily driven by an increase in expenditures on networks that we build and operate on behalf of our customers, information technology spend and facilities expenditures.

Sales of Property, Plant, and Equipment: We had no proceeds related to the sale of property, plant, and equipment in 2017, compared to $73 million in 2016 and $3 million in 2015. The proceeds in 2016 were driven by the sale of buildings and land on the Schaumburg, IL campus and the sale of the corporate aircraft. The proceeds in 2015 were primarily comprised of sales of buildings and land.

Financing Activities

Net cash used for financing activities was $722 million in 2017, compared to $1.0 billion in 2016, and $2.4 billion in 2015. Cash used for financing activities in 2017 was primarily comprised of: (i) $483 million used for purchases under our share repurchase program and (ii) $307 million of cash used for the payment of dividends, partially offset by $82 million of net proceeds from the issuance of common stock in connection with our employee stock option and employee stock purchase plans.

Cash used for financing activities in 2016 was primarily comprised of: (i) $842 million used for purchases under our share repurchase program and (ii) $280 million of cash used for the payment of dividends, partially offset by $93 million of net proceeds from the issuance of common stock in connection with our employee stock option and employee stock purchase plans.

Cash used for financing activities in 2015 was primarily comprised of: (i) $3.2 billion used for purchases under our share repurchase program and (ii) $277 million of cash used for the payment of dividends, partially offset by: (i) $971 million of net proceeds from the issuance of the Senior Convertible Notes and (ii) $84 million of net proceeds from the issuance of common stock in connection with our employee stock option and employee stock purchase plans.

Current and Long-Term Debt: We had outstanding long-term debt of $4.5 billion and $4.4 billion, including the current portions of $52 million and $4 million, at December 31, 2017 and December 31, 2016, respectively. In the acquisition of Interexport, we assumed $92 million of debt, including a current portion of $40 million, primarily related to capital leases.

On August 25, 2015, we entered into an agreement with Silver Lake Partners to issue $1.0 billion of 2% Senior Convertible Notes which mature in September 2020. The notes became fully convertible as of August 25, 2017. The notes are convertible based on a conversion rate of 14.7476, as may be adjusted for dividends declared, per $1,000 principal amount (which is currently equal to a published conversion price of $67.81 per share). The exercise price adjusts automatically for dividends. In the event of conversion, the notes may be settled in either cash or stock, at our discretion. We intend to settle the principal amount of the Senior Convertible Notes in cash.

We have investment grade ratings on our senior unsecured long-term debt from the three largest U.S. national rating agencies. We believe that we will be able to maintain sufficient access to the capital markets. Any future disruptions, uncertainty, volatility in the capital markets, or deterioration in our credit ratings may result in higher funding costs for us and adversely affect our ability to access funds.

We may, from time to time, seek to retire certain outstanding debt of ours through open market cash purchases, privately-negotiated transactions or otherwise. Such repurchases, if any, will depend on prevailing market conditions, our liquidity requirements, contractual restrictions and other factors.

Share Repurchase Program: Through a series of actions, the Board of Directors has authorized an aggregate share repurchase amount of up to $14.0 billion of our outstanding shares of common stock (the "share repurchase program"). The share repurchase program does not have an expiration date. As of December 31, 2017, we have used approximately $12.3 billion of the share repurchase authority, including transaction costs, to repurchase shares, leaving approximately $1.7 billion of authority available for future repurchases.

During 2017, we paid an aggregate of $483 million, including transaction costs, to repurchase 5.7 million shares at an average price of $85.32 per share. During 2016, we paid an aggregate of $842 million, including transaction costs, to repurchase 12.0 million shares at an average price of $70.28. During 2015, we paid an aggregate of $3.2 billion, including transaction costs, to repurchase 48.0 million shares at an average price of $66.22. Shares repurchased in 2015 include 30.1 million shares repurchased under a modified "Dutch auction" tender offer at a tender price of $66.50 for an aggregate of $2.0 billion, including transaction costs.

Payment of Dividends: We paid cash dividends to holders of our common stock of $307 million in 2017, $280 million in 2016, and $277 million in 2015. Subsequent to quarter end, we paid an additional $84 million in cash dividends to holders of our common stock.

Credit Facilities

As of December 31, 2017, we had a $2.2 billion unsecured revolving credit facility scheduled to mature in April 2022, which can be used for borrowing and letters of credit (the "2017 Motorola Solutions Credit Agreement"). The 2017 Motorola Solutions Credit Agreement includes a $500 million letter of credit sub-limit with $450 million of fronting commitments. Borrowings under the facility bear interest at the prime rate plus the applicable margin, or at a spread above the London Interbank Offered Rate, at our option. An annual facility fee is payable on the undrawn amount of the credit line. The interest rate and facility fee are subject to adjustment if our credit rating changes. We must comply with certain customary covenants including a maximum leverage ratio, as defined in the 2017 Motorola Solutions Credit Agreement. We were in compliance with our financial covenants as of December 31, 2017. During the twelve months ended December 31, 2017, we had borrowings and repayments of $150 million under the 2017 Motorola Solutions Credit Agreement. Such borrowings were used to purchase Kodiak Networks in April of 2017, and were repaid using cash from operations in June of 2017. No letters of credit were issued under the revolving credit facility as of December 31, 2017.

Contractual Obligations and Other Purchase Commitments

Summarized in the table and text below are our obligations and commitments to make future payments under long-term debt obligations, lease obligations, purchase obligations and tax obligations as of December 31, 2017.

	Payments Due by Period							
(in millions)	*Total*	*2018*	*2019*	*2020*	*2021*	*2022*	*Uncertain Timeframe*	*Thereafter*
Long-term debt obligations	$ 4,528	$ 52	$ 6	$ 1,007	$ 417	$ 770	$ —	$ 2,276
Lease obligations	661	121	107	82	64	53	—	234
Purchase obligations*	237	173	41	15	7	1	—	—
Tax obligations	76	14	—	—	—	—	62	—
Total contractual obligations	$ 5,502	$ 360	$ 154	$ 1,104	$ 488	$ 824	$ 62	$ 2,510

**Amounts included represent firm, non-cancelable commitments.*

Lease Obligations: We lease certain office, factory and warehouse space, land, information technology and other equipment, principally under non-cancelable operating leases. Our future minimum lease obligations, net of minimum sublease rentals, totaled $661 million. Rental expense, net of sublease income, was $94 million in 2017, $84 million in 2016, and $42 million in 2015.

Purchase Obligations: During the normal course of business, in order to manage manufacturing lead times and help ensure adequate component supply, we enter into agreements with contract manufacturers and suppliers that either allow them to procure inventory based upon criteria as defined by us or establish the parameters defining our requirements. In addition, we have entered into software license agreements which are firm commitments and are not cancelable. We had entered into firm, noncancelable, and unconditional commitments under such arrangements through 2022. The total payments expected to be made under these agreements are $237 million, of which $220 million relate to take or pay obligations from arrangements with suppliers for the sourcing of inventory supplies and materials. We do not anticipate the cancellation of any of our take or pay agreements in the future and estimate that purchases from these suppliers will exceed the minimum obligations during the agreement periods.

Tax Obligations: We have approximately $76 million of unrecognized income tax benefits relating to multiple tax jurisdictions and tax years. Based on the potential outcome of our global tax examinations, or the expiration of the statute of limitations for specific jurisdictions, it is reasonably possible that the unrecognized tax benefits will change within the next twelve months. The associated net tax impact on the effective tax rate, exclusive of valuation allowance changes, is estimated to be in the range of a $10 million tax charge to a $30 million tax benefit, with cash payments not expected to exceed $20 million.

Commitments Under Other Long-Term Agreements: We have entered into certain long-term agreements to purchase software, components, supplies and materials from suppliers which are not "take or pay" in nature. Most of the agreements extend for periods of one to three years (three to five years for software). Generally, these agreements do not obligate us to make any purchases, and many permit us to terminate the agreement with advance notice (usually ranging from 60 to 180 days). If we were to terminate these agreements, we generally would be liable for certain termination charges, typically based on work performed and supplier on-hand inventory and raw materials attributable to canceled orders. Our liability would only arise in the event we terminate the agreements for reasons other than "cause."

We outsource certain corporate functions, such as benefit administration and information technology-related services, under third-party contracts, the longest of which is expected to expire in 2022. Our remaining payments under these contracts are approximately $97 million over the remaining life of the contracts; however, these contracts can be terminated. Termination would result in a penalty substantially less than the remaining annual contract payments. We would also be required to find another source for these services, including the possibility of performing them in-house.

As is customary in bidding for and completing certain projects and pursuant to a practice we have followed for many years, we have a number of performance bonds, bid bonds, standby letters of credit and surety bonds outstanding (collectively, referred to as "Performance Bonds"), primarily relating to projects with our government customers. These Performance Bonds normally have maturities of multiple years and are standard in the industry as a way to give customers a convenient mechanism to seek resolution if a contractor does not satisfy certain requirements under a contract. Typically, a customer can draw on the Performance Bond only if we do not fulfill all terms of a project contract. If such an occasion occurred, we would be obligated to reimburse the institution that issued the Performance Bond for the amounts paid. In our long history, it has been rare for us to have a Performance Bond drawn upon. At December 31, 2017, outstanding Performance Bonds totaled approximately $2.4 billion, compared to $2.2 billion at December 31, 2016. Any future disruptions, uncertainty, or volatility in bank, insurance or capital markets, or a change in our credit ratings could adversely affect our ability to obtain Performance Bonds and may result in higher funding costs to obtain such Performance Bonds.

Off-Balance Sheet Arrangements: At December 31, 2017, we had no significant off-balance sheet arrangements other than operating leases and guarantees to third parties as described in Note 11 to the consolidated financial statements and our obligation to settle the embedded conversion option under the Senior Convertible Notes described in Note 4 to the consolidated financial statements.

Long-term Customer Financing Commitments

Outstanding Commitments: Certain purchasers of our products and services may request that we provide long-term financing (defined as financing with a term of greater than one year) in connection with the sale of equipment. These requests may include all or a portion of the purchase price of the products and services. Our obligation to provide long-term financing may be conditioned on the issuance of a letter of credit in favor of us by a reputable bank to support the purchaser's credit or a pre-existing commitment from a reputable bank to purchase the long-term receivables from us. We had outstanding commitments to provide long-term financing to third-parties totaling $93 million at December 31, 2017, compared to $125 million at December 31, 2016.

Outstanding Long-Term Receivables: We had non-current long-term receivables of $19 million at December 31, 2017, compared to $49 million at December 31, 2016. There were no allowances for losses in 2017 and $2 million of allowances for losses in 2016. These long-term receivables are generally interest bearing, with interest rates ranging from 0% to 11%.

Sales of Receivables

From time to time, we sell accounts receivable and long-term receivables to third-parties under one-time arrangements. We may or may not retain the obligation to service the sold accounts receivable and long-term receivables. Servicing obligations are limited to collection activities for sold accounts receivables and long-term receivables.

The following table summarizes the proceeds received from sales of accounts receivable and long-term receivables for the years ended December 31, 2017, 2016, and 2015:

Years ended December 31	**2017**	2016	2015
Accounts receivable sales proceeds	**$ 193**	$ 51	$ 29
Long-term receivables sales proceeds	**284**	289	196
Total proceeds from receivable sales	**$ 477**	$ 340	$ 225

At December 31, 2017, the Company had retained servicing obligations for $873 million of long-term receivables, compared to $774 million of long-term receivables at December 31, 2016. Servicing obligations are limited to collection activities related to the sales of accounts receivables and long-term receivables.

Adequate Internal Funding Resources

We believe that we have adequate internal resources available to fund expected working capital and capital expenditure requirements for the next twelve months as supported by the level of cash and cash equivalents in the U.S., the ability to repatriate funds from foreign jurisdictions, cash provided by operations, as well as liquidity provided by our $2.2 billion revolving credit facility.

Other Contingencies

Potential Contractual Damage Claims in Excess of Underlying Contract Value: In certain circumstances, we enter into contracts with customers pursuant to which the damages that could be claimed by the customer for failed performance might exceed the revenue we receive from the contract. Contracts with these types of uncapped damages provisions are fairly rare, but individual contracts could still represent meaningful risk. There is a possibility that a claim by a counterparty to one of these contracts could result in expenses that are far in excess of the revenue received from the counterparty in connection with the contract.

Indemnification Provisions: We may provide indemnifications for losses that result from the breach of general warranties contained in certain commercial, intellectual property and divestiture agreements. Historically, we have not made significant payments under these agreements, nor have there been significant claims asserted against us. However, there is an increasing risk in relation to intellectual property indemnities given the current legal climate. In indemnification cases, payment by us is conditioned on the other party making a claim pursuant to the procedures specified in the particular contract, which procedures typically allow us to challenge the other party's claims. In some instances we may have recourse against third-parties for certain payments made by us. Further, our obligations under divestiture agreements for indemnification based on breach of representations and warranties are generally limited in terms of duration, typically not more than 18 months, and for amounts not in excess of a percentage of the contract value.

Legal Matters: We are a defendant in various lawsuits, claims, and actions, which arise in the normal course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on our consolidated financial position, liquidity, or results of operations. However, an unfavorable resolution could have a material adverse effect on our consolidated financial position, liquidity, or results of operations in the periods in which the matters are ultimately resolved, or in the periods in which more information is obtained that changes management's opinion of the ultimate disposition.

Critical Accounting Policies

Management's Discussion and Analysis of Financial Condition and Results of Operations discusses our consolidated financial statements, which have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP"). The preparation of these financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of revenues and expenses during the reporting period.

Management bases its estimates and judgments on historical experience, current economic and industry conditions and on various other factors that are believed to be reasonable under the circumstances. This forms the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions. Management believes the following significant accounting policies require significant judgment and estimates.

Revenue Recognition

Net sales consist of a wide range of activities including the delivery of stand-alone equipment or services, custom design and installation over a period of time, and bundled sales of equipment, software and services. We enter into revenue arrangements that may consist of multiple deliverables of our products and services due to the needs of our customers, including any combination of products, services and software. For multiple-element arrangements, deliverables are separated into more than one unit of accounting when: (i) the delivered element(s) have value to the customer on a stand-alone basis and (ii) delivery of the undelivered element(s) is probable and substantially in our control.

In these arrangements, we generally allocate revenue to all deliverables based on their relative selling prices, applying an estimated selling price ("ESP") as our best estimate of fair value. We determine ESP by: (i) collecting all reasonably available data points including sales, cost and margin analysis of the product or service, and other inputs based on our normal pricing and discounting practices, (ii) making any reasonably required adjustments to the data based on market and Company-specific factors, and (iii) stratifying the data points, when appropriate, based on major product or service type, type of customer, geographic market, and sales volume. Once elements of an arrangement are separated into more than one unit of accounting, revenue is recognized for each separate unit of accounting based on the nature of the revenue as described above. Our arrangements with multiple deliverables may also contain one or more software deliverables that are subject to software revenue recognition guidance. In limited circumstances, we have established vendor specific objective evidence ("VSOE") of fair value on certain post-contract service offerings. Where the contract contains more than one software deliverable and VSOE does not exist for the undelivered software elements, revenue is deferred until the undelivered element is delivered. When the final undelivered software element is post contract support, revenue is recognized on a ratable basis over the remaining service period.

For long-term contracts that involve customization of equipment and/or software, we generally recognize revenue using the percentage of completion method based on the percentage of costs incurred to date compared to the total estimated costs to complete the contract ("Estimated Costs at Completion"). Total Estimated Costs at Completion include direct labor, material and subcontracting costs. Due to the nature of the work required to be performed under many of our long-term contracts, determining Estimated Costs at Completion is complex and subject to many variables. We have a standard and disciplined quarterly process in which management reviews the progress and performance of open contracts in order to determine the best estimate of Estimated Costs at Completion. As part of this process, management reviews information including, but not limited to, any outstanding key contract matters, progress towards completion, the project schedule, identified risks and opportunities, and the related changes in estimates of revenues and costs. The risks and opportunities include management's judgment about the ability and cost to achieve the project schedule, technical requirements, and other contract requirements. Management must make assumptions and estimates regarding labor productivity and availability, the complexity of the work to be performed, the availability of materials, and performance by subcontractors, among other variables. Based on this analysis, any quarterly adjustments to net sales, cost of sales, and the related impact to operating income are recorded as necessary in the period they become known. Changes in estimates of net sales or cost of sales could affect the profitability of one or more of our contracts.

The impact on operating earnings as a result of changes in Estimated Costs at Completion was not significant for the years 2017, 2016, and 2015. When estimates of total costs to be incurred on a contract exceed estimates of total revenue to be earned, a provision for the entire loss on the contract is recorded in the period the loss is determined.

Retirement Benefits

Our benefit obligations and net periodic pension cost (benefits) associated with our domestic noncontributory pension plans ("U.S. Pension Benefit Plans"), our foreign noncontributory pension plans ("Non-U.S. Plans"), as well as our domestic postretirement health care plan ("Postretirement Health Care Benefits"), are determined using actuarial assumptions. The assumptions are based on management's best estimates, after consulting with outside investment advisors and actuaries.

Accounting methodologies use an attribution approach that generally spreads the effects of individual events over the service lives of the participants in the plan, or estimated average lifetime when almost all of the plan participants are considered "inactive." Examples of "events" are plan amendments and changes in actuarial assumptions such as discount rate, expected long-term rate of return on plan assets, and rate of compensation increases.

There are various assumptions used in calculating the net periodic cost (benefit) and related benefit obligations. One of these assumptions is the expected long-term rate of return on plan assets. The required use of the expected long-term rate of return on plan assets may result in recognized pension income that is greater or less than the actual returns of those plan assets in any given year. Over time, however, the expected long-term returns are designed to approximate the actual long-term returns. We use a five-year, market-related asset value method of recognizing asset related gains and losses.

We use long-term historical actual return experience with consideration of the expected investment mix of the plans' assets, as well as future estimates of long-term investment returns, to develop our expected rate of return assumption used in calculating the net periodic pension cost and the net retirement health care expense. Our investment return assumption for the U.S. Pension Benefit Plans was 6.95% in 2017 and 7.00% in 2016. Our investment return assumption for the Postretirement Health Care Benefits Plan was 7.00% in 2017 and 2016. Our weighted average investment return assumption for the Non-U.S. Plans was 5.20% in 2017 and 5.90% in 2016. At December 31, 2017, the pension plans, including the U.S. Pension Benefit Plans and Non-U.S. Plans investment portfolios were comprised of approximately 29% equity investments, while the Postretirement Health Care Benefits Plan was all comprised of approximately 34% equity investments.

A second key assumption is the discount rate. The discount rate assumptions used for pension benefits and Postretirement Health Care Benefits Plan reflects, at December 31 of each year, the prevailing market rates for high-quality, fixed-income debt instruments that, if the obligation was settled at the measurement date, would provide the necessary future cash flows to pay the benefit obligation when due. Our discount rates for measuring our U.S. Pension Benefit Plan obligations were 3.79% and 4.42% at December 2017 and 2016, respectively. Our weighted average discount rates for measuring our Non-U.S. Plans were 2.34% and 2.54% at December 2017 and 2016, respectively. Our discount rates for measuring the Postretirement Health Care Benefits Plan obligation were 3.62% and 4.11% at December 31, 2017 and 2016, respectively.

Under relevant accounting rules, when almost all of the plan participants are considered inactive, the amortization period for certain unrecognized losses changes from the average remaining service period to the average remaining lifetime of the participant. As such, depending on the specific plan, we amortize gains and losses over periods ranging from eleven to thirty-four years. Prior service costs are being amortized over periods ranging from one to five years. Benefits under all pension plans are valued based on the projected unit credit cost method.

Effective January 1, 2016, we began to use a full yield curve approach in the estimation of our interest and service cost components of our net periodic cost, which uses a single weighted-average discount rate derived from the yield curve used to measure the projected benefit obligation at the beginning of the period. This method was elected to improve the correlation between projected benefit cash flows and the corresponding yield curve spot rates and to provide a more precise measurement of interest and service costs. Prior to January 1, 2016, estimates of interest and service cost components used a single weighted-average discount rate derived from the yield curve used to measure the projected benefit obligation at the beginning of the year.

Valuation and Recoverability of Goodwill

We assess the recorded amount of goodwill for recovery on an annual basis in the fourth quarter of each fiscal year. Goodwill is assessed more frequently if an event occurs or circumstances change that would indicate it is more-likely-than-not that the fair value of a reporting unit is below its carrying amount. We continually assess whether any such events and circumstances have occurred, which requires a significant amount of judgment. Such events and circumstances may include: adverse changes in macroeconomic conditions, adverse changes in the industry or market in which we transact, changes in cost factors negatively impacting earnings and cash flows, negative or declining overall financial performance, events affecting the carrying value or composition of a reporting unit, or a sustained decrease in share price, among others. Any such adverse event or change in circumstances could have a significant impact on the recoverability of goodwill and could have a material impact on our consolidated financial statements.

The goodwill impairment assessment is performed at the reporting unit level. A reporting unit is an operating segment or one level below an operating segment (referred to as a "component"). A component of an operating segment is a reporting unit if the component constitutes a business for which discrete financial information is available and segment management regularly reviews the operating results of that component. When two or more components of an operating segment have similar economic characteristics, the components are aggregated and deemed a single reporting unit. An operating segment is deemed to be a reporting unit if all of its components are similar, if none of its components is a reporting unit, or if the segment comprises only a

single component. Based on this guidance, we have determined that our Products and Services segments each meet the definition of a reporting unit. We performed a qualitative assessment of goodwill and determined that it was not more-likely-than-not that the fair value of each reporting unit was less than its carrying amount for the fiscal years 2017, 2016, and 2015. In performing this qualitative assessment we assessed relevant events and circumstances including macroeconomic conditions, industry and market conditions, cost factors, overall financial performance, changes in enterprise value, and entity-specific events. For fiscal years 2017, 2016, and 2015, we concluded it was more-likely-than-not that the fair value of each reporting unit exceeded its carrying value.

Valuation of Deferred Tax Assets and Liabilities

We record deferred income tax assets and liabilities based on the estimated future tax effects of differences between the financial and tax bases of assets and liabilities based on the currently enacted tax laws. As a result of the enactment of the Tax Act, we have reflected our best estimates and assumptions regarding: (i) the value of deferred income tax assets and liabilities based on the enacted corporate federal tax rate of 21%, (ii) the value of foreign tax credit carryforwards based on our ability to utilize foreign tax credits to offset future income tax liabilities and (iii) the accounting impact of new rules such as Global Intangible Low-Taxed Income ("GILTI") and Base Erosion Anti-abuse Tax ("BEAT"). We will continue to evaluate the valuation of our deferred tax positions on a quarterly basis to determine if valuation allowances are appropriately estimated by considering available evidence, including historical and projected taxable income and tax planning strategies that are both prudent and feasible. As our understanding of the application of certain rules under the Tax Act becomes clarified, we will further refine our estimates throughout 2018.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers." This new standard will replace the existing revenue recognition guidance in U.S. GAAP. The core principle of the ASU is the recognition of revenue for the transfer of goods and services equal to the amount an entity expects to receive for those goods and services. This ASU requires additional disclosures about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and estimates and changes in those estimates. In August 2015, the FASB issued ASU No. 2015-14, "Revenue from Contracts with Customers: Deferral of the Effective Date" that delayed the effective date of ASU No. 2014-09 by one year to January 1, 2018, as our annual reporting period begins after December 15, 2017.

We have analyzed the impact of the new standard on our financial results based on an inventory of our current contracts with customers. We have obtained an understanding of the new standard and currently believe that we will retain much of the same accounting treatment used to recognize revenue under current standards. Revenue on a significant portion of our contracts is currently recognized under percentage of completion accounting applying a cost-to-cost method, including contracts for radio network deployments based on the APCO P25, TETRA, and DMR technologies, as well as certain offerings within our Smart Public Safety Solutions requiring significant integration (collectively "network integration contracts").

Under the new standard, we must identify the distinct promises to transfer goods and/or services within our contracts using certain factors. For network integration contracts, we have considered the factors used to determine whether promises made in the contract are distinct and determined that devices and accessories represent distinct goods. Accordingly, adoption of the new standard will impact our network integration contracts that include devices and accessories, with the resulting impact being revenue recognized earlier as control of the devices and accessories transfers to the customer at a point in time rather than over time. For the remaining promised goods and services within our network integration contracts, we will continue to recognize revenue on these contracts using a cost-to-cost method based on the continuous transfer of control to the customer over time. Transfer of control in our contracts is demonstrated by creating a customized asset for customers, in conjunction with contract terms which provide the right to receive payment for goods and services.

In addition, the standard may generally cause issuers to accelerate revenue recognition in contracts which were previously limited by software revenue recognition rules. While we have contracts which fall under these rules in the current standard, we have not historically deferred significant amounts of revenue under these rules as many arrangements are single-element software arrangements or sales of software with a tangible product which falls out of the scope of the current software rules. Based on the contracts currently in place, we do not anticipate a significant acceleration of revenue upon applying the new standard to our current contracts under these fact patterns.

The new standard also requires the concept of transfer of control to determine whether an entity must present revenue from providing goods or services at the gross amount billed to a customer (as a principal) or at the net amount retained (as an agent). Therefore, an entity must assess whether it controls the goods or services provided to a customer before they are transferred. The new standard provides three indicators to assist entities in determining control. Under the current standard, eight indicators (including the three indicators under the new standard) exist to evaluate whether an entity should present revenue gross as a principal or net as an agent. Historically, we have presented transactions that involved a third-party sales representative on a net basis. After considering the control concept and remaining three indicators under the new standard, we have determined that we are the principal in contracts that involve a third-party sales representative. Thus, upon adoption of the new standard we will present associated revenues on a gross basis, recording third-party sales commissions within selling, general and administrative expenses.

Under current accounting standards, we expense sales commissions as incurred. However, under ASU No. 2014-09, we will capitalize sales commissions as incremental costs to obtain a contract. Such costs will be classified as a contract asset and amortized over a period that approximates the timing of revenue recognition on the underlying contracts.

We have evaluated the impact of ASU No. 2014-09 on our financial results and determined to adopt this standard using the modified retrospective method, which requires the recognition of the cumulative effect of the transition as an adjustment to retained earnings for open contracts as of January 1, 2018. Based on the application of the changes described above to our contracts open as of January 1, 2018, we expect to recognize a transition adjustment in the range of $120 million to $140 million, net of deferred tax effects, which will increase our opening retained earnings. Based on our existing operations, ASU No. 2014-09 is not expected to have a material impact to net earnings for the year ended December 31, 2018.

In February 2016, the FASB issued ASU No. 2016-02, "Leases," which amends existing guidance to require lessees to recognize assets and liabilities on the balance sheet for the rights and obligations created by long-term leases and to disclose additional quantitative and qualitative information about leasing arrangements. The ASU is effective for us on January 1, 2019 and interim periods within that reporting period. The ASU prescribes the use of a modified retrospective method upon adoption, which requires all prior periods presented in the financial statements to be restated, with a cumulative adjustment to retained earnings as of the beginning of the earliest period presented. We are in the process of assessing the impact of this ASU on our consolidated financial statements and footnote disclosures.

In August 2016, the FASB issued ASU No. 2016-15, "Statement of Cash Flows (Topic 230) - Classification of Certain Cash Receipts and Cash Payments," which clarifies eight specific cash flow issues in an effort to reduce diversity in practice in how certain transactions are classified within the statement of cash flows. This ASU is effective for us on January 1, 2018 with early adoption permitted. We intend to adopt this ASU on January 1, 2018. Upon adoption, the ASU requires a retrospective application unless it is determined that it is impractical to do so, in which case it must be retrospectively applied at the earliest date practical. Upon adoption, we do not anticipate significant changes to our existing accounting policies or presentation of the Statement of Cash Flows.

In October 2016, the FASB issued ASU No. 2016-16, "Accounting for Income Taxes: Intra-Entity Asset Transfers of Assets Other than Inventory," as part of the Board's simplification initiative aimed at reducing complexity in accounting standards. This ASU eliminates the current application of deferring the income tax effect of intra-entity asset transfers, other than inventory, until the transferred asset is sold to a third party or otherwise recovered through use and will require entities to recognize tax expense when the transfer occurs. The guidance will be effective for us on January 1, 2018 and interim periods within that reporting period; early adoption permitted. We intend to adopt the ASU on January 1, 2018. The ASU requires a modified retrospective application with a cumulative-effect adjustment recorded in retained earnings as of the beginning of the period of adoption. We expect to record a $30 million cumulative-effect adjustment to beginning retained earnings in the first quarter of 2018 for the remaining unrecognized deferred tax expense related to the intra-entity transfers of property, plant, and equipment.

In November 2016, the FASB issued ASU No. 2016-18, "Statement of Cash Flows (Topic 230): Restricted Cash," which requires that the statement of cash flows explain the change during the period in the total cash, which is inclusive of cash and cash equivalents and amounts generally described as restricted cash or restricted cash equivalents. Restricted cash and restricted cash equivalents will be included with cash and cash equivalents when reconciling the beginning of period and end of period balances on the statement of cash flows upon adoption of this standard. The ASU is effective for us on January 1, 2018 with early adoption permitted. We intend to adopt the ASU on January 1, 2018. Upon adoption, the ASU requires retrospective application. We do not anticipate significant changes to our financial statements and related disclosures from adoption of the ASU.

In March 2017, the FASB issued ASU No. 2017-07, "Compensation - Retirement Benefits (Topic 715) - Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost." The amendments in this update require that an employer disaggregate the service cost component from the other components of net periodic cost (benefit) and report that component in the same line item as other compensation costs arising from services rendered by employees during the period. The other components of net periodic cost (benefit) are required to be presented in the statement of operations separately from the service cost component and outside of operating earnings. The amendment also allows for the service cost component of net periodic cost (benefit) to be eligible for capitalization when applicable. The guidance will be effective for us on January 1, 2018 and interim periods within that reporting period; early adoption is permitted. The guidance on the income statement presentation of the components of net periodic cost (benefit) must be applied retrospectively, while the guidance limiting the capitalization of net periodic cost (benefit) in assets to the service cost component must be applied prospectively. We intend to adopt this ASU on January 1, 2018. Upon adoption, we plan to update the presentation of net periodic cost (benefit) accordingly, noting all components of our net periodic cost (benefit), with the exception of the service cost component, will be presented outside of operating earnings. The estimated impact of adoption of the ASU will be a reclassification of certain components of net periodic benefit from operating earnings to other income (expense) in the amount of approximately $8 million and $29 million for the years ended December 31, 2017 and December 31, 2016, respectively.

In August 2017, the FASB issued ASU No. 2017-12 "Derivatives and Hedging (Topic 815): Targeted Improvements to Accounting for Hedging Activities," which is intended to simplify the application of hedge accounting and better portray the economic results of risk management strategies in the consolidated financial statements. The ASU expands and refines hedge accounting for both financial and non-financial risk components, aligns the recognition and presentation of the effects of hedging instruments and hedge items in the financial statements, and includes certain targeted improvements to ease the application of current guidance related to the assessment of hedge effectiveness. The ASU is effective for us on January 1, 2019 with adoption permitted immediately in any interim or annual period (including the current period). We are currently assessing the impact of this ASU, including transition elections and required elections, on our consolidated financial statements and the timing of adoption.

ntly Adopted Accounting Pronouncements

We have elected to early adopt ASU No. 2018-2, "Income Statement – Reporting Comprehensive Income (Topic 220): Reclassification of n Tax Effects from Accumulated Other Comprehensive Income," as of January 1, 2017. The ASU, which was issued by the FASB in ary 2018, allows for a reclassification from Accumulated other comprehensive income to Retained earnings for stranded tax effects ng from the newly enacted federal corporate income tax rate and other stranded tax amounts related to the Tax Act. As a result of adoption ASU, we reclassified $270 million of stranded tax effects related to our U.S. Pension Plans out of Accumulated other comprehensive loss to Retained earnings for the year ended December 31, 2017.

ard-Looking Statements

Except for historical matters, the matters discussed in this Form 10-K are forward-looking statements within the meaning of applicable fe securities law. These statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 an nerally include words such as "believes," "expects," "intends," "aims," "estimates" and similar expressions. We can give no assurance th y future results or events discussed in these statements will be achieved. Any forward-looking statements represent our views only as of to and should not be relied upon as representing our views as of any subsequent date. Readers are cautioned that such forward-looking st ents are subject to a variety of risks and uncertainties that could cause our actual results to differ materially from the statements co ned in this Form 10-K. Forward-looking statements include, but are not limited to, statements under the following headings: (1) "Bu ess," about: (a) industry growth and demand, including opportunities resulting from such growth, (b) future product development and the de d for new products, (c) customer spending, (d) the impact of our strategy and focus areas, (e) the impact from the loss of key customers, (f) petitive position and our ability to maintain a leadership position in our core products, (g) increased competition, (h) the impact of reg ory matters, (i) the impact from the allocation and regulation of spectrum, particularly with respect to broadband spectrum, (j) the firmness of h segment's backlog, (k) the competitiveness of the patent portfolio, (l) the impact of research and development, (m) the availability of mat als and components, energy supplies and labor, and (n) the seasonality of the business; (2) "Properties," about the sufficiency of our man cturing capacity and the consequences of a disruption in manufacturing; (3) "Legal Proceedings," about the ultimate disposition of pen g legal matters and timing; (4) "Management's Discussion and Analysis," about: (a) the impact of acquisitions on our business, (b) mar growth/contraction, demand, spending and resulting opportunities, (c) the impact of foreign exchange rate fluctuations, (d) our continued abil to reduce our operating expenses, (e) the growth of our Services segment and the resulting impact on consolidated gross margin, (f) the incr e in public safety LTE revenues, (g) the decline in iDEN, (h) the return of capital to shareholders through dividends and/or repurchasing shar , (i) our ability to invest in capital expenditures and R&D, (j) the success of our business strategy and portfolio, (k) future payments, char s, use of accruals and expected cost-saving and profitability benefits associated with our reorganization of business programs and emp ee separation costs, (l) our ability and cost to repatriate funds, (m) future cash contributions to pension plans or retiree health benefit plans (n) the liquidity of our investments, (o) our ability and cost to access the capital markets, (p) our ability to borrow and the amount available unde our credit facilities, (q) our ability to settle the principal amount of the Senior Convertible Notes in cash, (r) our ability and cost to obtain Perfo ance Bonds, (s) adequacy of internal resources to fund expected working capital and capital expenditure measurements, (t) expected pay nts pursuant to commitments under long-term agreements, (u) the ability to meet minimum purchase obligations, (v) our ability to sell accou ts receivable and the terms and amounts of such sales, (w) the outcome and effect of ongoing and future legal proceedings, (x) the impac of the loss of key customers, (y) the expected effective tax rate and deductibility of certain items, and (z) the impact of the adoption of accou ting pronouncements on our retained earnings; and (5) "Quantitative and Qualitative Disclosures about Market Risk," about: (a) the impac of foreign currency exchange risks, (b) future hedging activity and expectations of the Company, and (c) the ability of counterparties to financ l instruments to perform their obligations.

Some of the risk factors that affect our business and financial results are discussed in "Item 1A: Risk Factors." We caution the reader that the risk factors discussed in "Item 1A: Risk Factors," and those described elsewhere in this report or in our other Securities and Exchange Commission filings, could cause our actual results to differ materially from those stated in the forward-looking statements.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

Interest Rate Risk

As of December 31, 2017, we have $4.5 billion of long-term debt, including the current portion of long-term debt, which is primarily priced at long-term, fixed interest rates. Our subsidiaries have variable interest loans denominated in the Euro and Chilean Peso. We have interest rate swap agreements in place which change the characteristics of interest rate payments from variable to maximum fixed-rate payments. A hypothetical unfavorable movement of 10% in the interest rates would have an immaterial impact on the hedge's fair value.

Foreign Currency Risk

We use financial instruments to reduce our overall exposure to the effects of currency fluctuations on cash flows. Our policy prohibits speculation in financial instruments for profit on exchange rate price fluctuations, trading in currencies for which there are no underlying exposures, or entering into transactions for any currency to intentionally increase the underlying exposure. Instruments that are designated as part of a hedging relationship must be effective at reducing the risk associated with the exposure being hedged and are designated as part of a hedging relationship at the inception of the contract. Accordingly, changes in the market values of hedge instruments must be highly correlated with changes in market values of the underlying hedged items both at the inception of the hedge and over the life of the hedge contract.

Our strategy related to foreign exchange exposure management is to offset the gains or losses on the financial instruments against losses or gains on the underlying operational cash flows or investments based on our assessment of risk. We enter into derivative contracts for some of our non-functional currency cash, receivables, and payables, which are primarily denominated in major currencies that can be traded on open markets. We typically use forward contracts and options to hedge these currency exposures. In addition, we enter into derivative contracts for some forecasted transactions, which are designated as part of a hedging relationship if it is determined that the transaction qualifies for hedge accounting under the provisions of the authoritative accounting guidance for derivative instruments and hedging activities. A portion of our exposure is from currencies that are not traded in liquid markets and these are addressed, to the extent reasonably possible, by managing net asset positions, product pricing and component sourcing.

At December 31, 2017, we had outstanding foreign exchange contracts totaling $507 million, compared to $717 million outstanding at December 31, 2016. Management does not believe these financial instruments should subject it to undue risk due to foreign exchange movements because gains and losses on these contracts should generally offset gains and losses on the underlying assets, liabilities and transactions.

The following table shows the five largest net notional amounts of the positions to buy or sell foreign currency as of December 31, 2017 and the corresponding positions as of December 31, 2016:

	Notional Amount	
Net Buy (Sell) by Currency	**2017**	2016
Euro	**$ 149**	$ 122
British Pound	**72**	246
Chinese Renminbi	**(73)**	(108)
Australian Dollar	**(64)**	(51)
Brazilian Real	**(45)**	(56)

Foreign exchange financial instruments that are subject to the effects of currency fluctuations, which may affect reported earnings, include derivative financial instruments and other monetary assets and liabilities denominated in a currency other than the functional currency of the legal entity holding the instrument. Derivative financial instruments consist primarily of currency forward contracts and options. Other monetary assets and liabilities denominated in a currency other than the functional currency of the legal entity consist primarily of cash, cash equivalents, short-term investments, as well as accounts payable and receivable. Accounts payable and receivable are reflected at fair value in the financial statements. Assuming the amounts of the outstanding foreign exchange contracts represent our underlying foreign exchange risk related to monetary assets and liabilities, a hypothetical unfavorable 10% movement in the foreign exchange rates, from current levels, would reduce the value of those monetary assets and liabilities by approximately $52 million. Our market risk calculation represents an estimate of reasonably possible net losses that would be recognized assuming hypothetical 10% movements in future currency market pricing and is not necessarily indicative of actual results, which may or may not occur. It does not represent the maximum possible loss or any expected loss that may occur, since actual future gains and losses will differ from those estimated, based upon, among other things, actual fluctuation in market rates, operating exposures, and the timing thereof. We believe, however, that any such loss incurred would be offset by the effects of market rate movements on the respective underlying derivative financial instruments transactions. The foreign exchange financial instruments are held for purposes other than trading.

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Item 8: Financial Statements and Supplementary Data

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors
Motorola Solutions, Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Motorola Solutions, Inc. and subsidiaries (the "Company") as of December 31, 2017 and 2016, the related consolidated statements of operations, comprehensive income (loss), stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2017, and the related notes (collectively, the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2017 and 2016, and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 2017, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the Company's internal control over financial reporting as of December 31, 2017, based on the criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), and our report dated February 16, 2018 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

We have served as the Company's auditor since 1959.

KPMG LLP

Chicago, Illinois

February 16, 2018

Consolidated Statements of Operations

(In millions, except per share amounts)	*Years ended December 31* 2017	2016	2015
Net sales from products	$ 3,772	$ 3,649	$ 3,676
Net sales from services	2,608	2,389	2,019
Net sales	6,380	6,038	5,695
Costs of products sales	1,686	1,649	1,625
Costs of services sales	1,670	1,520	1,351
Costs of sales	3,356	3,169	2,976
Gross margin	3,024	2,869	2,719
Selling, general and administrative expenses	979	1,000	1,021
Research and development expenditures	568	553	620
Other charges	195	249	84
Operating earnings	1,282	1,067	994
Other income (expense):			
Interest expense, net	(201)	(205)	(173)
Gains (losses) on sales of investments and businesses, net	3	(6)	107
Other	(8)	(12)	(11)
Total other expense	(206)	(223)	(77)
Earnings from continuing operations before income taxes	1,076	844	917
Income tax expense	1,227	282	274
Earnings (loss) from continuing operations	(151)	562	643
Loss from discontinued operations, net of tax	—	—	(30)
Net earnings (loss)	(151)	562	613
Less: Earnings attributable to noncontrolling interests	4	2	3
Net earnings (loss) attributable to Motorola Solutions, Inc.	$ (155)	$ 560	$ 610
Amounts attributable to Motorola Solutions, Inc. common stockholders:			
Earnings (loss) from continuing operations, net of tax	$ (155)	$ 560	$ 640
Loss from discontinued operations, net of tax	—	—	(30)
Net earnings (loss) attributable to Motorola Solutions, Inc.	$ (155)	$ 560	$ 610
Earnings (loss) per common share:			
Basic			
Continuing operations	$ (0.95)	$ 3.30	$ 3.21
Discontinued operations	—	—	(0.15)
	$ (0.95)	$ 3.30	$ 3.06
Diluted			
Continuing operations	$ (0.95)	$ 3.24	$ 3.17
Discontinued operations	—	—	(0.15)
	$ (0.95)	$ 3.24	$ 3.02
Weighted average common shares outstanding:			
Basic	162.9	169.6	199.6
Diluted	162.9	173.1	201.8
Dividends declared per share	$ 1.93	$ 1.70	$ 1.43

See accompanying notes to consolidated financial statements.

Consolidated Statements of Comprehensive Income (Loss)

(In millions)	*Years ended December 31* 2017	2016	2015
Net earnings (loss)	$ (151)	$ 562	$ 613
Other comprehensive income (loss), net of tax (Note 3):			
Foreign currency translation adjustments	141	(228)	(62)
Marketable securities	6	3	(47)
Defined benefit plans	(392)	(226)	98
Total other comprehensive loss, net of tax	(245)	(451)	(11)
Comprehensive income (loss)	(396)	111	602
Less: Earnings attributable to noncontrolling interest	4	2	3
Comprehensive income (loss) attributable to Motorola Solutions, Inc. common shareholders	$ (400)	$ 109	$ 599

See accompanying notes to consolidated financial statements.

Consolidated Balance Sheets

(In millions, except par value)	*December 31* 2017	2016
ASSETS		
Cash and cash equivalents	$ 1,205	$ 967
Restricted cash	63	63
Total cash and cash equivalents	1,268	1,030
Accounts receivable, net	1,523	1,410
Inventories, net	327	273
Other current assets	832	755
Total current assets	3,950	3,468
Property, plant and equipment, net	856	789
Investments	247	238
Deferred income taxes	1,023	2,219
Goodwill	938	728
Intangible assets, net	861	821
Other assets	333	200
Total assets	$ 8,208	$ 8,463
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current portion of long-term debt	$ 52	$ 4
Accounts payable	593	553
Accrued liabilities	2,286	2,111
Total current liabilities	2,931	2,668
Long-term debt	4,419	4,392
Other liabilities	2,585	2,355
Stockholders' Equity		
Preferred stock, $100 par value	—	—
Common stock, $.01 par value:	2	2
Authorized shares: 600.0		
Issued shares: 12/31/17—161.6, 12/31/16—165.5		
Outstanding shares: 12/31/17—161.2; 12/31/16—164.7		
Additional paid-in capital	351	203
Retained earnings	467	1,148
Accumulated other comprehensive loss	(2,562)	(2,317)
Total Motorola Solutions, Inc. stockholders' equity (deficit)	(1,742)	(964)
Noncontrolling interests	15	12
Total stockholders' equity (deficit)	(1,727)	(952)
Total liabilities and stockholders' equity	$ 8,208	$ 8,463

See accompanying notes to consolidated financial statements.

Consolidated Statements of Stockholders' Equity

(In millions, except per share amounts)	*Shares*	*Common Stock and Additional Paid-in Capital*	*Accumulated Other Comprehensive Income (Loss)*	*Retained Earnings*	*Noncontrolling Interests*
Balance as of January 1, 2015	**220.5**	**$ 1,180**	**$ (1,855)**	**$ 3,410**	**$ 31**
Net earnings				610	3
Other comprehensive loss			(11)		
Issuance of common stock and stock options exercised	2.0	80			
Share repurchase program	(48.0)	(1,147)		(2,030)	
Tax shortfalls from share-based compensation		(155)			
Share-based compensation expense		78			
Sale of controlling interest in subsidiary common stock					(24)
Equity component of Senior Convertible Notes		8			
Dividends declared				(274)	
Balance as of December 31, 2015	**174.5**	**$ 44**	**$ (1,866)**	**$ 1,716**	**$ 10**
Net earnings				560	2
Other comprehensive loss			(451)		
Issuance of common stock and stock options exercised	3.0	93			
Share repurchase program	(12.0)			(842)	
Share-based compensation expense		68			
Dividends declared				(286)	
Balance as of December 31, 2016	**165.5**	**$ 205**	**$ (2,317)**	**$ 1,148**	**$ 12**
Net earnings (loss)				(155)	4
Other comprehensive income			25		
Issuance of common stock and stock options exercised	1.8	82			
Share repurchase program	(5.7)			(483)	
Reclassification of stranded tax effects			(270)	270	
Share-based compensation expense		66			
Dividends paid to noncontrolling interest on subsidiary common stock					(1)
Dividends declared				(313)	
Balance as of December 31, 2017	**161.6**	**$ 353**	**$ (2,562)**	**$ 467**	**$ 15**

See accompanying notes to consolidated financial statements.

Consolidated Statements of Cash Flows

(in millions)	Years ended December 31 2017	2016	2015
Operating			
Net earnings (loss) attributable to Motorola Solutions, Inc.	$ (155)	$ 560	$ 610
Earnings attributable to noncontrolling interests	4	2	3
Net earnings (loss)	(151)	562	613
Loss from discontinued operations, net of tax	—	—	(30)
Earnings (loss) from continuing operations, net of tax	(151)	562	643
Adjustments to reconcile earnings (loss) from continuing operations to net cash provided by operating activities:			
Depreciation and amortization	343	295	150
Non-cash other charges	32	54	52
Non-U.S. pension curtailment gain	—	—	(32)
Non-U.S. pension settlement loss	48	26	—
Share-based compensation expense	66	68	78
Loss (gains) on sales of investments and businesses, net	(3)	6	(107)
Loss from the extinguishment of long-term debt	—	2	—
Deferred income taxes	1,100	213	160
Changes in assets and liabilities, net of effects of acquisitions, dispositions, and foreign currency translation adjustments:			
Accounts receivable	(60)	(6)	21
Inventories	(46)	6	16
Other current assets	(99)	(185)	92
Accounts payable and accrued liabilities	160	241	26
Other assets and liabilities	(44)	(117)	(78)
Net cash provided by operating activities from continuing operations	1,346	1,165	1,021
Investing			
Acquisitions and investments, net	(404)	(1,474)	(586)
Proceeds from sales of investments and businesses, net	183	670	230
Capital expenditures	(227)	(271)	(175)
Proceeds from sales of property, plant and equipment	—	73	3
Net cash used for investing activities from continuing operations	(448)	(1,002)	(528)
Financing			
Repayment of debt	(21)	(686)	(4)
Net proceeds from issuance of debt	10	673	971
Issuance of common stock	82	93	84
Purchase of common stock	(483)	(842)	(3,177)
Excess tax benefit from share-based compensation	—	—	5
Payment of dividends	(307)	(280)	(277)
Payment of dividends to non-controlling interest	(1)	—	—
Deferred acquisition costs	(2)	—	—
Net cash used for financing activities from continuing operations	(722)	(1,042)	(2,398)
Effect of exchange rate changes on cash and cash equivalents from continuing operations	62	(71)	(69)
Net increase (decrease) in cash and cash equivalents	238	(950)	(1,974)
Cash and cash equivalents, beginning of period	1,030	1,980	3,954
Cash and cash equivalents, end of period	$ 1,268	$ 1,030	$ 1,980
Supplemental Cash Flow Information			
Cash paid during the period for:			
Interest, net	$ 176	$ 191	$ 163
Income and withholding taxes, net of refunds	122	66	105

See accompanying notes to consolidated financial statements.

Notes to Consolidated Financial Statements

(Dollars in millions, except as noted)

1. Summary of Significant Accounting Policies

Principles of Consolidation: The consolidated financial statements include the accounts of Motorola Solutions, Inc. (the "Company" or "Motorola Solutions") and all controlled subsidiaries. All intercompany transactions and balances have been eliminated.

The consolidated financial statements as of December 31, 2017 and 2016 and for the years ended December 31, 2017, 2016 and 2015, include, in the opinion of management, all adjustments (consisting of normal recurring adjustments and reclassifications) necessary to present fairly the Company's consolidated financial position, results of operations, statements of comprehensive income, and statements of stockholders' equity and cash flows for all periods presented.

Use of Estimates: The preparation of financial statements in conformity with United States ("U.S.") Generally Accepted Accounting Principles ("GAAP") requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Revenue Recognition: Net sales consist of a wide range of activities including the delivery of stand-alone equipment or services, custom design and installation over a period of time, and bundled sales of equipment, software and services. The Company enters into revenue arrangements that may consist of multiple deliverables of its products and services due to the needs of its customers. Such revenue arrangements may be a result of the combination of multiple contracts with our customers. The Company recognizes revenue when persuasive evidence of an arrangement exists, delivery has occurred, the sales price is fixed or determinable, and collectability of the sales price is reasonably assured. The Company recognizes revenue from the sale of equipment, equipment containing both software and nonsoftware components that function together to deliver the equipment's essential functionality, and services in accordance with general revenue recognition accounting principles. The Company recognizes revenue in accordance with software accounting guidance for the following types of sales transactions: (i) stand alone sales of software products or software upgrades and (ii) stand alone sales of software maintenance agreements.

Products

For equipment sales, in addition to the criteria mentioned above, revenue recognition occurs when title and risk of loss has transferred to the customer, objective evidence exists that customer acceptance provisions have been met, no significant obligations remain and allowances for discounts, price protection, returns and customer incentives can be reliably estimated. Recorded revenues are reduced by these allowances. The Company bases its estimates of these allowances on historical experience. The Company includes shipping charges billed to customers in revenue and includes the related shipping costs in cost of sales.

The Company sells software and equipment obtained from other companies. The Company establishes its own pricing and retains related inventory risk, is the primary obligor in sales transactions with customers, and assumes the credit risk for amounts billed to customers. Accordingly, the Company generally recognizes revenue for the sale of products obtained from other companies based on the gross amount billed.

Long-Term Contracts

For long-term contracts that involve customization of equipment and/or software, the Company generally recognizes revenue using the percentage of completion method based on the percentage of costs incurred to date compared to the total estimated costs to complete the contract ("Estimated Costs at Completion").

Total Estimated Costs at Completion include direct labor, material and subcontracting costs. Due to the nature of the work required to be performed under many of the Company's long-term contracts, determining Estimated Costs at Completion is complex and subject to many variables. The Company has a standard and disciplined quarterly process in which management reviews the progress and performance of open contracts including the related Estimated Costs at Completion. As part of this process, management reviews information including, but not limited to, any outstanding key contract matters, progress towards completion, the project schedule, identified risks and opportunities, and the related changes in estimates of revenues and costs. The risks and opportunities include management's judgment about the ability and cost to achieve the project schedule, technical requirements, and other contract requirements. Management must make assumptions and estimates regarding labor productivity and availability, the complexity of the work to be performed, the availability of materials, and performance by subcontractors, among other variables. Based on this analysis, any quarterly adjustments to net sales, cost of sales, and the related impact to operating income are recorded as necessary in the period they become known. Changes in estimates of net sales or cost of sales could affect the profitability of one or more of our contracts. The impact on Operating earnings as a result of changes in Estimated Costs at Completion was not significant for the years 2017, 2016, and 2015. When estimates of total costs to be incurred on a contract exceed total estimates of revenue to be earned, a provision for the entire loss on the contract is recorded in the period the loss is determined.

Hardware and Software Services Support

Revenue under equipment and software support and maintenance agreements, which do not contain specified future software upgrades, is recognized ratably over the contract term.

Software and Licenses

Revenue from pre-paid perpetual licenses is recognized at the inception of the arrangement, presuming all other revenue recognition criteria are met.

Multiple-Element Arrangements

Arrangements with customers may include multiple deliverables, including any combination of products, services and software. These multiple-element arrangements could also include an element accounted for as a long-term contract coupled with other products, services and software. For multiple-element arrangements, deliverables are separated into more than one unit of accounting when: (i) the delivered element (s) have value to the customer on a stand-alone basis and (ii) delivery of the undelivered element(s) is probable and substantially in the control of the Company.

In these arrangements, the Company generally allocates revenue to all deliverables based on their relative selling prices, applying an estimated selling price ("ESP") as our best estimate of fair value. The Company determines ESP by: (i) collecting all reasonably available data points including sales, cost and margin analysis of the product or service, and other inputs based on its normal pricing and discounting practices, (ii) making any reasonably required adjustments to the data based on market and Company-specific factors, and (iii) stratifying the data points, when appropriate, based on major product or service, type of customer, geographic market, and sales volume. Once elements of an arrangement are separated into more than one unit of accounting, revenue is recognized for each separate unit of accounting based on the nature of the revenue as described above. The Company's arrangements with multiple deliverables may also contain one or more software deliverables that are subject to software revenue recognition guidance. In limited circumstances, the Company has established vendor specific objective evidence ("VSOE") of fair value on certain post-contract service offerings. Where the contract contains more than one deliverable and VSOE does not exist for the undelivered software elements, revenue is deferred until the undelivered element is delivered. When the final undelivered software element is post contract support services, revenue is recognized on a ratable basis over the remaining service period.

Cash Equivalents: The Company considers all highly-liquid investments purchased with an original maturity of three months or less to be cash equivalents. Restricted cash was $63 million at both December 31, 2017 and December 31, 2016.

Investments: Investments in equity and debt securities classified as available-for-sale are carried at fair value. Equity securities that are not publicly traded are carried at cost. Certain investments are accounted for using the equity method if the Company has significant influence over the issuing entity.

The Company assesses declines in the fair value of investments to determine whether such declines are other-than-temporary. This assessment is made considering all available evidence, including changes in general market conditions, specific industry and individual company data, the length of time and the extent to which the fair value has been less than cost, the financial condition and the near-term prospects of the entity issuing the security, and the Company's ability and intent to hold the investment until recovery. Other-than-temporary impairments of investments are recorded to Other within Other income (expense) in the Company's consolidated statements of operations in the period in which they become impaired.

Inventories: Inventories are valued at the lower of average cost (which approximates cost on a first-in, first-out basis) or net realizable value.

Property, Plant and Equipment: Property, plant and equipment are stated at cost less accumulated depreciation. Depreciation is recorded on a straight-line basis, based on the estimated useful lives of the assets (buildings and building equipment, five to forty years; machinery and equipment, two to ten years) and commences once the assets are ready for their intended use.

Goodwill and Intangible Assets: Goodwill is assessed for impairment at least annually at the reporting unit level. The Company performs its annual assessment of goodwill for impairment in the fourth quarter of each fiscal year. The annual assessment is performed using the two-step goodwill test which may also include the optional qualitative assessment to determine whether it is more-likely-than-not that the fair value of a reporting unit is less than its carrying amount prior to performing the two-step goodwill impairment test. If this is the case, the two-step goodwill impairment test is required. If it is more-likely-than-not that the fair value of a reporting unit is greater than its carrying amount, the two-step goodwill impairment test is not required.

If the two-step goodwill impairment test is performed, first, the fair value of each reporting unit is compared to its book value. Second, if the fair value of the reporting unit is less than its book value, the Company performs a hypothetical purchase price allocation based on the reporting unit's fair value to determine the fair value of the reporting unit's goodwill. Fair value is determined using a combination of present value techniques and market prices of comparable businesses.

Intangible assets are amortized on a straight line basis over their respective estimated useful lives ranging from one to sixteen years. The Company has no intangible assets with indefinite useful lives.

Impairment of Long-Lived Assets: Long-lived assets, which include intangible assets, held and used by the Company are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of assets may not be recoverable. The Company evaluates recoverability of assets to be held and used by comparing the carrying amount of an asset (group) to future net undiscounted cash flows to be generated by the asset (group). If an asset (group) is considered to be impaired, the impairment to be recognized is equal to the amount by which the carrying amount of the asset (group)

exceeds the asset's (group's) fair value calculated using a discounted future cash flows analysis or market comparable analysis. Assets held for sale, if any, are reported at the lower of the carrying amount or fair value less cost to sell.

Income Taxes: The Company records deferred income tax assets and liabilities based on the estimated future tax effects of differences between the financial and tax bases of assets and liabilities based on currently enacted tax laws. The Company's deferred and other tax balances are based on management's interpretation of the tax regulations and rulings in numerous tax jurisdictions. Income tax expense and liabilities recognized by the Company also reflect its best estimates and assumptions regarding, among other things, the level of future taxable income, the effect of the Company's various tax planning strategies, and uncertain tax positions. Future tax authority rulings and changes in tax laws, changes in projected levels of taxable income, and future tax planning strategies could affect the actual effective tax rate and tax balances recorded by the Company.

Sales and Use Taxes: The Company records taxes imposed on revenue-producing transactions, including sales, use, value added and excise taxes, on a net basis with such taxes excluded from revenue.

Long-term Receivables: Long-term receivables include trade receivables where contractual terms of the note agreement are greater than one year. Long-term receivables are considered impaired when management determines collection of all amounts due according to the contractual terms of the note agreement, including principal and interest, is no longer probable. Impaired long-term receivables are valued based on the present value of expected future cash flows discounted at the receivable's effective interest rate, or the fair value of the collateral if the receivable is collateral dependent. Interest income and late fees on impaired long-term receivables are recognized only when payments are received. Previously impaired long-term receivables are no longer considered impaired and are reclassified to performing when they have performed under restructuring for four consecutive quarters.

Foreign Currency: Certain non-U.S. operations within the Company use their respective local currency as their functional currency. Those operations that do not have the U.S. dollar as their functional currency translate assets and liabilities at current rates of exchange in effect at the balance sheet date and revenues and expenses using rates that approximate those in effect during the period. The resulting translation adjustments are included as a component of Accumulated other comprehensive income (loss) in the Company's consolidated balance sheets. For those operations that have the U.S. dollar as their functional currency, transactions denominated in the local currency are measured in U.S. dollars using the current rates of exchange for monetary assets and liabilities and historical rates of exchange for nonmonetary assets. Gains and losses from remeasurement of monetary assets and liabilities are included in Other within Other income (expense) within the Company's consolidated statements of operations.

Derivative Instruments: Gains and losses on hedging instruments that do not qualify for hedge accounting are recorded immediately in Other income (expense) within the consolidated statements of operations. Gains and losses pertaining to instruments designated as net investment hedges that qualify for hedge accounting are recognized as a component of Accumulated comprehensive income.

Earnings Per Share: The Company calculates its basic earnings (loss) per share based on the weighted-average number of common shares issued and outstanding. Net earnings (loss) attributable to Motorola Solutions, Inc. is divided by the weighted average common shares outstanding during the period to arrive at the basic earnings (loss) per share. Diluted earnings (loss) per share is calculated by dividing net earnings (loss) attributable to Motorola Solutions, Inc. by the sum of the weighted average number of common shares used in the basic earnings (loss) per share calculation and the weighted average number of common shares that would be issued assuming exercise or conversion of all potentially dilutive securities, excluding those securities that would be anti-dilutive to the earnings (loss) per share calculation. Both basic and diluted earnings (loss) per share amounts are calculated for earnings (loss) from continuing operations and net earnings attributable to Motorola Solutions, Inc. for all periods presented.

Share-Based Compensation Costs: The Company grants share-based compensation awards and offers an employee stock purchase plan. The amount of compensation cost for these share-based awards is generally measured based on the fair value of the awards as of the date that the share-based awards are issued and adjusted to the estimated number of awards that are expected to vest. The fair values of stock options and stock appreciation rights are generally determined using a Black-Scholes option pricing model which incorporates assumptions about expected volatility, risk free rate, dividend yield, and expected life. Performance based stock options, performance-contingent stock options, and market stock units vest based on market conditions and are therefore measured under a Monte Carlo simulation in order to simulate a range of possible future unit prices for Motorola Solutions over the performance period. Compensation cost for share-based awards is recognized on a straight-line basis over the vesting period.

Retirement Benefits: The Company records annual expenses relating to its pension benefit and postretirement plans based on calculations which include various actuarial assumptions, including discount rates, assumed asset rates of return, compensation increases, and turnover rates. The Company reviews its actuarial assumptions on an annual basis and makes modifications to the assumptions based on current rates and trends. The effects of the gains, losses, and prior service costs and credits are amortized either over the average service life or over the average remaining lifetime of the participants, depending on the number of active employees in the plan. The funded status, or projected benefit obligation less plan assets, for each plan, is reflected in the Company's consolidated balance sheets using a December 31 measurement date.

Recent Accounting Pronouncements: In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers." This new standard will replace the existing revenue recognition guidance in U.S. GAAP. The core principle of the ASU is the recognition of revenue for the transfer of goods and services equal to the amount an entity expects to receive for those goods and services. This ASU requires additional disclosures about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and estimates and changes in those estimates. In August 2015, the FASB issued ASU No. 2015-14, "Revenue from Contracts with Customers: Deferral of the Effective Date" that delayed the effective date of ASU No. 2014-09 by one year to January 1, 2018, as the Company's annual reporting period begins after December 15, 2017.

The Company has analyzed the impact of the new standard on its financial results based on an inventory of the Company's current contracts with customers. The Company has obtained an understanding of the new standard and currently believes that it will retain much of the same accounting treatment used to recognize revenue under current standards. Revenue on a significant portion of the Company's contracts is currently recognized under percentage of completion accounting applying a cost-to-cost method, including contracts for radio network deployments based on the APCO P25, TETRA, and DMR technologies, as well as certain offerings within its Smart Public Safety Solutions requiring significant integration (collectively "network integration contracts").

Under the new standard, the Company must identify the distinct promises to transfer goods and/or services within its contracts using certain factors. For network integration contracts, the Company has considered the factors used to determine whether promises made in the contract are distinct and determined that devices and accessories represent distinct goods. Accordingly, adoption of the new standard will impact the Company's network integration contracts that include devices and accessories, with the resulting impact being revenue recognized earlier as control of the devices and accessories transfers to the customer at a point in time rather than over time. For the remaining promised goods and services within the Company's network integration contracts, it will continue to recognize revenue on these contracts using a cost-to-cost method based on the continuous transfer of control to the customer over time. Transfer of control in the Company's contracts is demonstrated by creating a customized asset for customers, in conjunction with contract terms which provide the right to receive payment for goods and services.

In addition, the standard may generally cause issuers to accelerate revenue recognition in contracts which were previously limited by software revenue recognition rules. While the Company has contracts which fall under these rules in the current standard, it has not historically deferred significant amounts of revenue under these rules as many arrangements are single-element software arrangements or sales of software with a tangible product which falls out of the scope of the current software rules. Based on the contracts currently in place, the Company does not anticipate a significant acceleration of revenue upon applying the new standard to its current contracts under these fact patterns.

The new standard also requires the concept of transfer of control to determine whether an entity must present revenue from providing goods or services at the gross amount billed to a customer (as a principal) or at the net amount retained (as an agent). Therefore, an entity must assess whether it controls the goods or services provided to a customer before they are transferred. The new standard provides three indicators to assist entities in determining control. Under the current standard, eight indicators (including the three indicators under the new standard) exist to evaluate whether an entity should present revenue gross as a principal or net as an agent. Historically, the Company presented transactions that involved a third-party sales representative on a net basis. After considering the control concept and remaining three indicators under the new standard, the Company has determined that it is the principal in contracts that involve a third-party sales representative. Thus, upon adoption of the new standard the Company will present associated revenues on a gross basis, recording third-party sales commissions within selling, general and administrative expenses.

Under current accounting standards, the Company expenses sales commissions as incurred. However, under ASU No. 2014-09, the Company will capitalize sales commissions as incremental costs to obtain a contract. Such costs will be classified as a contract asset and amortized over a period that approximates the timing of revenue recognition on the underlying contracts.

The Company has evaluated the impact of ASU No. 2014-09 on its financial results and determined to adopt this standard using the modified retrospective method, which requires the recognition of the cumulative effect of the transition as an adjustment to retained earnings for open contracts as of January 1, 2018. Based on the application of the changes described above to our contracts open as of January 1, 2018, the Company expects to recognize a transition adjustment in the range of $120 million to $140 million, net of deferred tax effects, which will increase its opening retained earnings. Based on the Company's existing operations, ASU No. 2014-09 is not expected to have a material impact to net earnings for the year ended December 31, 2018.

In February 2016, the FASB issued ASU No. 2016-02, "Leases," which amends existing guidance to require lessees to recognize assets and liabilities on the balance sheet for the rights and obligations created by long-term leases and to disclose additional quantitative and qualitative information about leasing arrangements. The ASU is effective for the Company on January 1, 2019 and interim periods within that reporting period. The ASU prescribes the use of a modified retrospective method upon adoption, which requires all prior periods presented in the financial statements to be restated, with a cumulative adjustment to retained earnings as of the beginning of the earliest period presented. The Company is in the process of assessing the impact of this ASU on its consolidated financial statements and footnote disclosures.

In August 2016, the FASB issued ASU No. 2016-15, "Statement of Cash Flows (Topic 230) - Classification of Certain Cash Receipts and Cash Payments," which clarifies eight specific cash flow issues in an effort to reduce diversity in practice in how certain transactions are classified within the statement of cash flows. This ASU is effective for the Company on January 1, 2018

with early adoption permitted. The Company intends to adopt this ASU on January 1, 2018. Upon adoption, the ASU requires a retrospective application unless it is determined that it is impractical to do so, in which case it must be retrospectively applied at the earliest date practical. Upon adoption, the Company does not anticipate significant changes to the Company's existing accounting policies or presentation of the Statement of Cash Flows.

In October 2016, the FASB issued ASU No. 2016-16, "Accounting for Income Taxes: Intra-Entity Asset Transfers of Assets Other than Inventory," as part of the Board's simplification initiative aimed at reducing complexity in accounting standards. This ASU eliminates the current application of deferring the income tax effect of intra-entity asset transfers, other than inventory, until the transferred asset is sold to a third party or otherwise recovered through use and will require entities to recognize tax expense when the transfer occurs. The guidance will be effective for the Company on January 1, 2018 and interim periods within that reporting period; early adoption permitted. The Company intends to adopt the ASU on January 1, 2018. The ASU requires a modified retrospective application with a cumulative-effect adjustment recorded in retained earnings as of the beginning of the period of adoption. The Company expects to record a $30 million cumulative-effect adjustment to beginning retained earnings in the first quarter of 2018 for the remaining unrecognized deferred tax expense related to intra-entity transfers of property, plant, and equipment.

In November 2016, the FASB issued ASU No. 2016-18, "Statement of Cash Flows (Topic 230): Restricted Cash," which requires that the statement of cash flows explain the change during the period in total cash, which is inclusive of cash and cash equivalents and amounts generally described as restricted cash or restricted cash equivalents. Restricted cash and restricted cash equivalents will be included with cash and cash equivalents when reconciling the beginning of period and end of period balances on the statement of cash flows upon adoption of this standard. The ASU is effective for the Company on January 1, 2018 with early adoption permitted. The Company intends to adopt the ASU on January 1, 2018. Upon adoption, the ASU requires retrospective application. The Company does not anticipate significant changes to the Company's financial statements and related disclosures from adoption of the ASU.

In March 2017, the FASB issued ASU No. 2017-07, "Compensation - Retirement Benefits (Topic 715) - Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost." The amendments in this update require that an employer disaggregate the service cost component from the other components of net periodic cost (benefit) and report that component in the same line item as other compensation costs arising from services rendered by employees during the period. The other components of net periodic cost (benefit) are required to be presented in the statement of operations separately from the service cost component and outside of operating earnings. The amendment also allows for the service cost component of net periodic cost (benefit) to be eligible for capitalization when applicable. The guidance will be effective for the Company on January 1, 2018 and interim periods within that reporting period; early adoption is permitted. The guidance on the income statement presentation of the components of net periodic cost (benefit) must be applied retrospectively, while the guidance limiting the capitalization of net periodic cost (benefit) in assets to the service cost component must be applied prospectively. The Company intends to adopt this ASU on January 1, 2018. Upon adoption, the Company plans to update the presentation of net periodic cost (benefit) accordingly, noting all components of the Company's net periodic cost (benefit), with the exception of the service cost component, will be presented outside of operating earnings. The estimated impact of adoption of the ASU will be a reclassification of certain components of net periodic benefit from operating earnings to other income (expense) in the amount of approximately $8 million and $29 million for the years ended December 31, 2017 and December 31, 2016, respectively.

In August 2017, the FASB issued ASU No. 2017-12 "Derivatives and Hedging (Topic 815): Targeted Improvements to Accounting for Hedging Activities," which is intended to simplify the application of hedge accounting and better portray the economic results of risk management strategies in the consolidated financial statements. The ASU expands and refines hedge accounting for both financial and non-financial risk components, aligns the recognition and presentation of the effects of hedging instruments and hedge items in the financial statements, and includes certain targeted improvements to ease the application of current guidance related to the assessment of hedge effectiveness. The ASU is effective for the Company on January 1, 2019 with adoption permitted immediately in any interim or annual period (including the current period). The Company is currently assessing the impact of this ASU, including transition elections and required elections, on its consolidated financial statements and the timing of adoption.

Recently Adopted Accounting Pronouncements: The Company has elected to early adopt ASU No. 2018-2, "Income Statement – Reporting Comprehensive Income (Topic 220): Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income," as of January 1, 2017. The ASU, which was issued by the FASB in February 2018, allows for a reclassification from Accumulated other comprehensive income to Retained earnings for stranded tax effects resulting from the newly enacted federal corporate income tax rate and other stranded tax amounts related to the Tax Act. As a result of adoption of the ASU, the Company reclassified $270 million of stranded tax effects related to our U.S. Pension Plans out of Accumulated other comprehensive loss and into Retained earnings for the year ended December 31, 2017.

2. Subsequent Events

On February 1, 2018, we announced our intention to purchase Avigilon Corporation, a provider of advanced end-to-end security and surveillance solutions including video analytics, network video management hardware and software, surveillance cameras and access control solutions for a purchase price of approximately $1.3 billion Canadian dollars.

3. Other Financial Data

Statement of Operations Information

Other Charges (Income)

Other charges (income) included in Operating earnings consist of the following:

Years ended December 31	**2017**	2016	2015
Other charges (income)			
Intangibles amortization (Note 14)	**$ 151**	$ 113	$ 8
Reorganization of businesses (Note 13)	**33**	77	71
Gain on legal settlement	**(47)**	—	—
Asset impairments	**9**	20	37
Non-U.S. pension curtailment gain (Note 7)	**—**	—	(32)
Non-U.S. pension plan settlement loss (Note 7)	**48**	26	—
Acquisition-related transaction fees	**1**	13	—
	$ 195	$ 249	$ 84

During the year ended December 31, 2017, the Company recognized a net gain of $47 million related to the recovery, through legal procedures to seize and liquidate assets, of financial receivables owed to the Company by a former customer of its legacy Networks business. The net gain of $47 million was based on $57 million of proceeds received, net $10 million of fees owed to third parties for their involvement in the recovery.

During the years ended December 31, 2017, December 31, 2016 and December 31, 2015, the Company recognized $9 million, $20 million and $37 million, respectively, of asset impairments. During the years ended December 31, 2017 and December 31, 2016, the impairments were primarily related to building impairments from the sale of various corporate and manufacturing facilities. During the year ended December 31, 2015, the impairments were primarily driven by the sale of the Company's corporate aircraft.

During the year ended December 31, 2017, the Company expensed $1 million of acquisition-related transaction fees compared to $13 million of transaction fees related to the acquisition of Airwave during the year ended December 31, 2016.

Other Income (Expense)

Interest expense, net, and Other both included in Other income (expense) consist of the following:

Years ended December 31	**2017**	2016	2015
Interest expense, net:			
Interest expense	**$ (215)**	$ (225)	$ (186)
Interest income	**14**	20	13
	$ (201)	$ (205)	$ (173)
Other:			
Loss from the extinguishment of long-term debt	**$ —**	$ (2)	$ —
Investment impairments	**—**	(4)	(6)
Foreign currency gain (loss)	**(31)**	46	(23)
Gain (loss) on derivative instruments	**15**	(56)	7
Gains on equity method investments	**1**	5	6
Realized foreign currency loss on acquisition	**—**	(10)	—
Other	**7**	9	5
	$ (8)	$ (12)	$ (11)

During the year ended December 31, 2017, the Company recognized a foreign currency loss of $31 million, primarily driven by the Euro and British pound, partially offset by a gain of $15 million on derivative instruments put in place to minimize the foreign exchange risk related to currency fluctuations.

During the year ended December 31, 2016, the Company recognized a foreign currency gain of $46 million, primarily driven by the British pound, offset by a loss of $56 million, on derivative instruments put in place to minimize the foreign exchange risk related to currency fluctuations. The Company also realized a $10 million foreign currency loss on currency purchased and held in anticipation of the acquisition of Airwave during the year ended December 31, 2016.

During the year ended December 31, 2015, the Company recognized foreign currency loss of $23 million, primarily driven by the Euro and Brazilian real, partially offset by a gain of $7 million on derivative instruments put in place to minimize the foreign exchange risk related to currency fluctuations.

Earnings Per Common Share

Basic and diluted earnings per common share from both continuing operations and net earnings attributable to Motorola Solutions, Inc. is computed as follows:

	Amounts attributable to Motorola Solutions, Inc. common stockholders					
	Earnings (loss) from Continuing Operations			*Net Earnings (loss)*		
Years ended December 31	**2017**	2016	2015	**2017**	2016	2015
Basic earnings per common share:						
Earnings (loss)	**$ (155)**	$ 560	$ 640	**$ (155)**	$ 560	$ 610
Weighted average common shares outstanding	**162.9**	169.6	199.6	**162.9**	169.6	199.6
Per share amount	**$ (0.95)**	$ 3.30	$ 3.21	**$ (0.95)**	$ 3.30	$ 3.06
Diluted earnings per common share:						
Earnings (loss)	**$ (155)**	$ 560	$ 640	**$ (155)**	$ 560	$ 610
Weighted average common shares outstanding	**162.9**	169.6	199.6	**162.9**	169.6	199.6
Add effect of dilutive securities:						
Share-based awards	—	2.7	2.1	—	2.7	2.1
Senior Convertible Notes	—	0.8	0.1	—	0.8	0.1
Diluted weighted average common shares outstanding	**162.9**	173.1	201.8	**162.9**	173.1	201.8
Per share amount	**$ (0.95)**	$ 3.24	$ 3.17	**$ (0.95)**	$ 3.24	$ 3.02

In the computation of diluted earnings per common share from continuing operations and on a net earnings basis for the year ended December 31, 2017, the Company recorded a net loss from continuing operations and, accordingly, the basic and diluted weighted average shares outstanding are equal because any increase to the basic shares would be antidilutive, including the assumed exercise of 8.7 million options, the assumed vesting of 1.4 million RSUs, and 3.1 million shares related to the Senior Convertible Notes. In the computation of diluted earnings per common share from continuing operations and on a net earnings basis for the year ended December 31, 2016, the assumed exercise of 2.8 million stock options and the assumed vesting of 0.3 million RSUs, including 2.0 million subject to market-based contingent stock agreements, were excluded because their inclusion would have been antidilutive. In the computation of diluted earnings per common share from continuing operations and on a net earnings basis for the year ended December 31, 2015, the assumed exercise of 2.7 million stock options and the assumed vesting of 0.3 million RSUs, including 1.2 million subject to market-based contingent stock agreements, were excluded because their inclusion would have been antidilutive.

On August 25, 2015, the Company issued $1.0 billion of 2% Senior Convertible Notes which mature in September 2020 (the "Senior Convertible Notes"). The notes became fully convertible as of August 25, 2017. In the event of conversion, the Company intends to settle the principal amount of the Senior Convertible Notes in cash. Because of the Company's intention to settle the par value of the Senior Convertible Notes in cash upon conversion, only the number of shares that would be issuable (under the treasury stock method of accounting for share dilution) are included in our computation of diluted earnings per share. The conversion price is adjusted for dividends declared through the date of settlement. Diluted earnings per share has been calculated based upon the amount by which the average stock price exceeds the conversion price.

Balance Sheet Information

Accounts Receivable, Net

Accounts receivable, net, consists of the following:

December 31	2017	2016
Accounts receivable	$ 1,568	$ 1,454
Less allowance for doubtful accounts	(45)	(44)
	$ 1,523	$ 1,410

Inventories, Net

Inventories, net, consist of the following:

December 31	2017	2016
Finished goods	$ 178	$ 151
Work-in-process and production materials	282	253
	460	404
Less inventory reserves	(133)	(131)
	$ 327	$ 273

Other Current Assets

Other current assets consist of the following:

December 31	2017	2016
Available-for-sale securities	$ —	$ 46
Costs and earnings in excess of billings	549	476
Contract-related deferred costs	62	19
Tax-related refunds receivable	90	90
Other	131	124
	$ 832	$ 755

Property, Plant and Equipment, Net

Property, plant and equipment, net, consist of the following:

December 31	2017	2016
Land	$ 11	$ 12
Building	316	306
Machinery and equipment	2,122	1,921
	2,449	2,239
Less accumulated depreciation	(1,593)	(1,450)
	$ 856	$ 789

Depreciation expense for the years ended December 31, 2017, 2016, and 2015 was $192 million, $182 million and $142 million, respectively.

Property, plant and equipment, net includes capital leases of $73 million, net of accumulated depreciation of $11 million, as of December 31, 2017.

COUNTY OF NASSAU

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

1. Name of the Entity: Motorola Solutions Inc

Address: 123 Tice BLVD, Suite 202

City: Woodcliff Lake State/Province/Territory: NJ Zip/Postal Code: 07677

Country:

2. Entity's Vendor Identification Number: 36-1115800

3. Type of Business: Public Corp (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):

1 File(s) uploaded Vendor Disclosure Form UPDATED Jan13.pdf

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

See attached

No shareholders, members, or partners have been attached to this form.

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.

See attached

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

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

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

none

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

none

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

none

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

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

Electronically signed and certified at the date and time indicated by:
Matt Tannenbaum [MATT.TANNENBAUM@MOTOROLASOLUTIONS.COM]

Dated: 01/27/2020 03:53:26 PM

Title: AE

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.

Section 1: 10-K (10-K)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended December 31, 2018
or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from to
Commission File number 1-7221

MOTOROLA SOLUTIONS, INC.

(Exact name of registrant as specified in its charter)

DELAWARE	**36-1115800**
(State of Incorporation)	(I.R.S. Employer Identification No.)

500 West Monroe Street, Chicago, Illinois 60661
(Address of principal executive offices)
(847) 576-5000
(Registrant's telephone number)
Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	**Name of Each Exchange on Which Registered**
Common Stock, $.01 Par Value per Share	**New York Stock Exchange**

Securities registered pursuant to Section 12(g) of the Act:
None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer", "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒	Accelerated filer ☐	Non-accelerated filer ☐	Smaller reporting company ☐	Emerging growth company ☐

(Do not check if a smaller reporting company)

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of voting and non-voting common equity held by non-affiliates of the registrant as of June 30, 2018 (the last business day of the Registrant's most recently completed second quarter) was approximately $14.9 billion.

The number of shares of the registrant's Common Stock, $.01 par value per share, outstanding as of February 1, 2019 was 163,871,288.

Executive Officers of the Registrant

The following are the persons who were the executive officers of Motorola Solutions, their ages, and their current titles as of February 15, 2019 and the positions they have held during the last five years with the Company or as otherwise noted:

Gregory Q. Brown; age 58; Chairman and Chief Executive Officer since May 3, 2011.

Gino A. Bonanotte; age 54; Executive Vice President and Chief Financial Officer since November 13, 2013.

Mark S. Hacker; age 47; Executive Vice President, General Counsel and Chief Administrative Officer since January 21, 2015; and Senior Vice President and General Counsel from June 2013 to January 2015.

Kelly S. Mark; age 47; Executive Vice President, Services & Software since August 28, 2018; Senior Vice President, Managed & Support Services from July 2017 to August 2018; Corporate Vice President, Managed & Support Services from August 2015 to July 2017; and Corporate Vice President, Strategy from May 2011 to August 2015.

John P. "Jack" Molloy; age 47; Executive Vice President, Products & Sales since August 28, 2018; Executive Vice President, Worldwide Sales and Services from July 2017 to August 2018; Executive Vice President, Worldwide Sales from January 2016 to July 2017; Executive Vice President, Americas Sales & Services from November 2015 to January 2016; Senior Vice President, The Americas Sales & Marketing from September 2015 to November 2015; and Senior Vice President, North America Sales from January 2014 to August 2015.

Rajan S. Naik; age 47; Senior Vice President, Chief Strategy & Innovation Officer since December 2017; Corporate Vice President, Chief Strategy Officer from March 2016 to December 2017; and Senior Vice President, Chief Strategy Officer, Advanced Micro Devices, Inc. from January 2012 to February 2015.

Daniel G. Pekofske; age 42; Corporate Vice President and Chief Accounting Officer since September 10, 2018; Vice President and Treasurer from January 2016 to September 2018; Vice President and Assistant Treasurer from March 2015 to January 2016; Vice President and Assistant Controller from February 2014 to March 2015; and Senior Director, Finance from December 2012 to February 2014.

Cynthia M. Yazdi; age 54; Senior Vice President, Chief of Staff, Marketing & Communications and Motorola Solutions Foundation since August 28, 2018; Corporate Vice President, Chief of Staff to the Chairman and CEO, Global Marketing and Communications from February 2018 to August 2018; Vice President, Chief of Staff, Global Marketing and Communications from September 2016 to February 2018; Vice President, Chief of Staff from August 2015 to September 2016; and Senior Director, Sales Operations for Asia Pacific from January 2013 to August 2015.

The above executive officers will serve as executive officers of Motorola Solutions until the regular meeting of the Board of Directors in May 2019 or until their respective successors are elected. There is no family relationship between any of the executive officers listed above.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive Proxy Statement to be delivered to stockholders in connection with its Annual Meeting of Stockholders to be held on May 13, 2019, are incorporated by reference into Part III.

MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
500 W. Monroe, Floors 37-44
Chicago, Illinois 60661

Effective: May 13th, 2019

Executive Committee

Gregory Q. Brown	Chairman and Chief Executive Officer
Gino A. Bonanotte	Executive Vice President and Chief Financial Officer
Mark S. Hacker	Executive Vice President, General Counsel & Chief Administrative Officer
Kelly Mark	Executive Vice President, Services & Software
Jack Molloy	Executive Vice President, Products & Sales
Rajan Naik	Senior Vice President, Strategy & Ventures
Cynthia Yazdi	Senior Vice President, Chief of Staff, Marketing & Communications
Kristin Kruska	Corporate Vice President and Corporate Secretary

Board of Directors

Gregory Q. Brown
Kenneth D. Denman
Egon P. Durban
Clayton M. Jones
Judy C. Lewent
Gregory K. Mondre
Anne R. Pramaggiore
Joseph M. Tucci

MOTOROLA SOLUTIONS, INC.
LISTING OF MAJOR SUBSIDIARIES
12/31/2018

Motorola Solutions Credit Company LLC	Delaware, U.S.
Motorola Solutions Funding Corporation	Delaware, U.S.
Network Ventures I, Inc.	Delaware, U.S.
Vesta Solutions Inc.	California, U.S.
Kodiak Networks, Inc.	Texas, U.S.
Twisted Pair Solutions Inc.	Washington, U.S.
Motorola Solutions Australia Pte. Ltd.	Australia
Avigilon Corporation	Canada
Motorola Solutions Canada Inc.	Canada
Interexport Telecommunications and Services SA	Chile
Quorum II S.A.	Chile
Motorola Solutions (China) Co. Ltd.	China
Motorola Solutions (China) Investment Co. Ltd.	China
Airwave Solutions Limited	England
Guardian Digital Communications Limited	England
Motorola Solutions International Holding Limited	England
Motorola Solutions UK Acquisition Company Limited	England
Motorola Solutions UK Limited	England
Motorola Solutions UK One LP	England
Motorola Solutions UK Two LP	England
Motorola Solutions Germany GmbH	Germany
Motorola Solutions Israel Limited	Israel
Motorola Solutions Malaysia Sdn Bhd	Malaysia

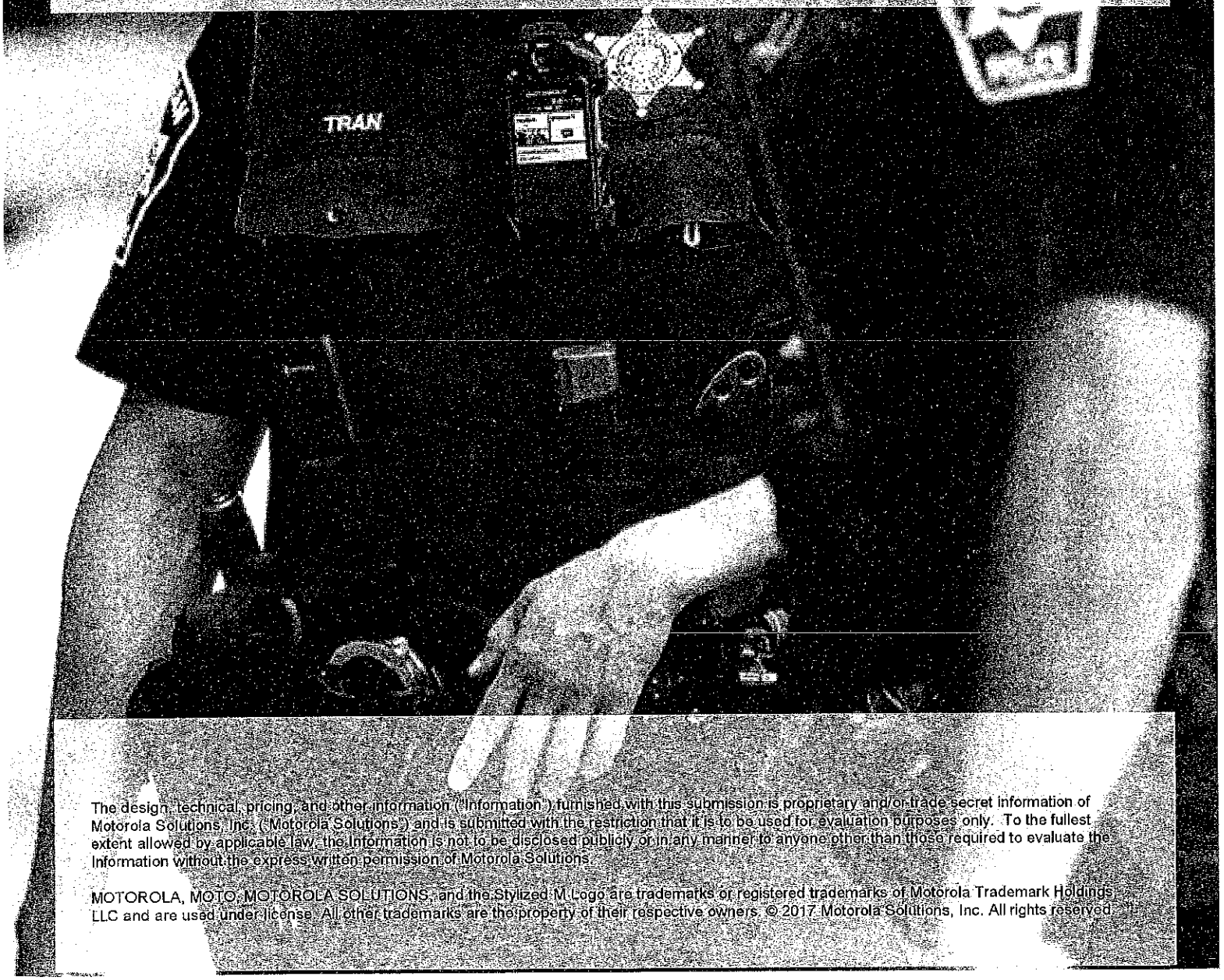
MOTOROLA SOLUTIONS

NASSAU COUNTY, NEW YORK

BID NUMBER 28760-02079-003

MARCH 14, 2019

RADIO SYSTEM MAINTENANCE



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2017 Motorola Solutions, Inc. All rights reserved.

Motorola Solutions, Inc.
123 Tice Boulevard
Suite 202
Woodcliff Lake, NJ 07677

Telephone: +1 201 949 5500

March 1, 2019

Mr. Timothy Funaro
Nassau County Office of Purchasing
One West Street
Mineola, New York 11501

Dear Mr. Funaro:

On behalf of Motorola Solutions, Inc., I am pleased to present the attached proposal in response to Nassau County, New York Bid No. 28760-02079-003 for Radio System Maintenance and Repair.

The Motorola Solutions team has worked with the County of Nassau for more than twenty years and fully understands Nassau County's current system and communications needs. In order to provide the level of service the County is seeking, we are offering a full complement of Motorola Solutions service products coupled with a highly trained and qualified local technical staff.

Motorola Solutions' proposal is subject to Motorola Solutions' clarifications to the terms and conditions set forth in the Nassau County Invitation to bid #28760-02079-003 and to the attached and incorporated Service Terms and Conditions and Software License Agreement or, in the alternative, a negotiated version thereof.

By selecting Motorola Solutions, Inc., you gain the benefit of our investment in our people. Their qualifications and training have allowed us to successfully service communications systems around the world resulting in effective service and total customer satisfaction. Motorola Solutions understands the complexities of servicing a critical public safety system that supports users throughout the County and we will apply our experience and skill to provide the best possible service to Nassau County.

Motorola Solutions, Inc.'s, commitment to Quality and Total Customer Satisfaction are the basis for our relationship with Nassau County. We look forward to an ongoing relationship as your partner in communications. If you have any questions, please feel free to call your Account Manager, Matt Tannenbaum @212.629.1794.

Sincerely,

David R. White, Jr.
Vice President
Northeast Region

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK **COUNTY OF NASSAU** BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM	BID NUMBER 28760-02079-003 Dated: Ad. 01/ 17/ 2019 BID OPENING DATE February 07, 2019 11:00 A.M. E.S.T.
BUYER Timothy Funaro	TELEPHONE 516-571-7720	REQUISITION NUMBER N/A

OFFICE OF PURCHASING

MAR 14 2019

OPENED 11 AM

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: Radio System Maintenance and Repair

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

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

CASH DISCOUNT OF 0 PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

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

DELIVERY MADE TO: Nassau County Police Department Communications Bureau 1194 Prospect Avenue Westbury, N.Y. 11590	GUARANTEED DELIVERY DATE One day DAYS AFTER RECEIPT OF ORDER EMPLOYERS FEDERAL TAX ID NUMBER

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER *Motorola Solutions, Inc.			
ADDRESS 123 Tice Blvd, Suite 202			
CITY Woodcliff Lake	STATE NJ	ZIP CODE 07677	TELEPHONE 2019495503
SIGNATURE OF AUTHORIZED INDIVIDUAL		David R White, Jr. Vice President, Northeast Region PRINT OR TYPE NAME OF SIGNER AND TITLE	

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

BID TERMS AND CONDITIONS

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

*Motorola Solutions' proposal is subject to the clarifications contained in Motorola Solutions' Proposal and the attached and incorporated service terms and conditions and the software license agreement or, in the alternative, negotiated version thereof.

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.

7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no wayrelieves the Bidder from fulfilling all requirements and conditions of the bid.

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or readered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designatedrepresentative.

Director, Office of Purchasing

DISCLOSURE STATEMENT

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

Bidders Name: Motorola Solutions, Inc.

Address: 123 Tice Blvd, Suite 202, Woodcliff Lake, NJ 07677

Telephone No: 201-949-5503 Fax No: 201-949-5799

1. State Whether: A Corporation X

Individual_____

Partnership_____

GUIDELINES FOR DISCLOSURE

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

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors. ****SEE ATTACHED****

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

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

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

BIDDER SIGN HERE _____ Vice President Northeast Region
BIDDER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
28760-02079-003

QUALIFICATION STATEMENT

BIDDER'S NAME: Motorola Solutions, Inc.

ADDRESS: 123 Tice Blvd, Suite 202, Woodcliff Lake, NJ 07677

1. STATE WHETHER: CORPORATION x INDIVIDUAL_____ PARTNERSHIP_____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
   PRESIDENT "see attached list of officers and board of directors"

   VICE PRESIDENT "Motorola will not disclose personal addresses of its officers and board of directors."

   SECRETARY "see also page 20 of 10k"

   TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes
   IF SO WHEN? annually

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 7 yrs 2 ms

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? No *See clarification

   IF SO, WHERE AND WHY?

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

   Telecommunications, Networks

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

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Nevin Yeh	FSO Mgr	36 years	radio systems public safety	tech mgr
Americo Otero	Sr Tech	27 years	radio systems public safety	tech
Dave Crescenzo	System Mgr	30 years	radio systems public safety	system mgr.

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
   Motorola technicians maintained the current county system for over 25 yrs.

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

BIDDER SIGN HERE _____ **BIDDER**

Vice President Northeast Region
TITLE

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

Dave Crescenzo, System Manager

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

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

1. REFERENCE'S NAME: Massachusetts State Police

ADDRESS: 470 Worcester Road, Framingham, MA 01702

TELEPHONE: 508-641-1082 CONTACT PERSON Blair Sutherland
CONTRACT DATE: March 2001

2. REFERENCE'S NAME: Connecticut State Police

ADDRESS: 111 Country Club Road, Middletown, CT 07457

TELEPHONE: 860-685-8280 CONTACT PERSON Paul Zito
CONTRACT DATE:
January 2000

3. REFERENCE'S NAME: Morris County Department of Public Safety

ADDRESS: PO Box 900, Morristown, NJ 07963

TELEPHONE: 973-285-2945 CONTACT PERSON Dave DeCoons
CONTRACT DATE: January 2001

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

BIDDER SIGN HERE _____ Vice President Northeast Region
BIDDER TITLE

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

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

BIDDER SIGN HERE _____ Vice President Northeast Region
BIDDER **TITLE**

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

CTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2017 or

SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 193
For the transition period from to Commission File number 1-7221

MOTOROLA SOLUTIONS, INC.

(Exact name of registrant as specified in its charter)

36-

on) (I.R.S. Employ

500 West Monroe Street, Chicago, Illinois 60661
(Address of principal executive offices)
(847) 576-5000
(Registrant's telephone number)
Securities registered pursuant to Section 12(b) of the Act:
Section 12(g) of the Act:
None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer", "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of voting and non-voting common equity held by non-affiliates of the registrant as of July 1, 2017 (the last business day of the Registrant's most recently completed second quarter) was approximately $12.6 billion.

The number of shares of the registrant's Common Stock, $.01 par value per share, outstanding as of February 2, 2018 was 161,307,525.

Section 1: 10-K (10-K)

☒ ANNUAL REPORT PURSUANT TO SE

☐ TRANSITION REPORT PURSUANT TO 4

DELAWARE 1115800

(State of Incorporati er Identification No.)

Title of Each Class Name of Each Exchange on Which Registered Common Stock, $.01 Par Value per Share New York

Stock Exchange

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐
Emerging growth company ☐

(Do not check if a smaller reporting company)

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive Proxy Statement to be delivered to stockholders in connection with its Annual Meeting of Stockholders to be held on May 14, 2018, are incorporated by reference into Part III.

Executive Officers of the Registrant

The following are the persons who were the executive officers of Motorola Solutions, their ages, and their current titles as of February 15, 2019 and the positions they have held during the last five years with the Company or as otherwise noted:

Gregory Q. Brown; age 58; Chairman and Chief Executive Officer since May 3, 2011.

Gino A. Bonanotte; age 54; Executive Vice President and Chief Financial Officer since November 13, 2013.

Mark S. Hacker; age 47; Executive Vice President, General Counsel and Chief Administrative Officer since January 21, 2015; and Senior Vice President and General Counsel from June 2013 to January 2015.

Kelly S. Mark; age 47; Executive Vice President, Services & Software since August 28, 2018; Senior Vice President, Managed & Support Services from July 2017 to August 2018; Corporate Vice President, Managed & Support Services from August 2015 to July 2017; and Corporate Vice President, Strategy from May 2011 to August 2015.

John P. "Jack" Molloy; age 47; Executive Vice President, Products & Sales since August 28, 2018; Executive Vice President, Worldwide Sales and Services from July 2017 to August 2018; Executive Vice President, Worldwide Sales from January 2016 to July 2017; Executive Vice President, Americas Sales & Services from November 2015 to January 2016; Senior Vice President, The Americas Sales & Marketing from September 2015 to November 2015; and Senior Vice President, North America Sales from January 2014 to August 2015.

Rajan S. Naik; age 47; Senior Vice President, Chief Strategy & Innovation Officer since December 2017; Corporate Vice President, Chief Strategy Officer from March 2016 to December 2017; and Senior Vice President, Chief Strategy Officer, Advanced Micro Devices, Inc. from January 2012 to February 2015.

Daniel G. Pekofske; age 42; Corporate Vice President and Chief Accounting Officer since September 10, 2018; Vice President and Treasurer from January 2016 to September 2018; Vice President and Assistant Treasurer from March 2015 to January 2016; Vice President and Assistant Controller from February 2014 to March 2015; and Senior Director, Finance from December 2012 to February 2014.

Cynthia M. Yazdi; age 54; Senior Vice President, Chief of Staff, Marketing & Communications and Motorola Solutions Foundation since August 28, 2018; Corporate Vice President, Chief of Staff to the Chairman and CEO, Global Marketing and Communications from February 2018 to August 2018; Vice President, Chief of Staff, Global Marketing and Communications from September 2016 to February 2018; Vice President, Chief of Staff from August 2015 to September 2016; and Senior Director, Sales Operations for Asia Pacific from January 2013 to August 2015.

The above executive officers will serve as executive officers of Motorola Solutions until the regular meeting of the Board of Directors in May 2019 or until their respective successors are elected. There is no family relationship between any of the executive officers listed above.

MOTOROLA *SOLUTIONS*

Motorola Solutions, Inc.
500 W. Monroe, Floors 37-44
Chicago, Illinois 60661

Effective: August 28th, 2018

Executive Committee

Gregory Q. Brown	Chairman and Chief Executive Officer
Gino A. Bonanotte	Executive Vice President and Chief Financial Officer
Mark S. Hacker	Executive Vice President, General Counsel & Chief Administrative Officer
Kelly Mark	Executive Vice President, Services & Software
Jack Molloy	Executive Vice President, Products & Sales
Rajan Naik	Senior Vice President, Chief Strategy & Innovation Officer
Cynthia Yazdi	Senior Vice President, Chief of Staff to Chairman and CEO, Marketing and Communications
Kristin Kruska	Corporate Vice President and Corporate Secretary

Board of Directors

Gregory Q. Brown
Kenneth D. Denman
Egon P. Durban
Clayton M. Jones
Judy C. Lewent
Gregory K. Mondre
Anne R. Pramaggiore
Samuel C. Scott III
Joseph M. Tucci

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

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

BIDDER SIGN HERE _____ Vice President Northeast Region
BIDDER TITLE

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

"County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

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

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

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

BIDDER SIGN HERE _____ Vice President Northeast Region
BIDDER **TITLE**

INDEMNIFICATION:

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

DEFINITIONS:

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

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

IMPORTANT

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

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

PARTICIPATION BY POLITICAL SUBDIVISIONS: The successful vendor agrees that all political subdivisions of New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases hereunder.

INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing: **Radio System Maintenance and Repair Services** for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under Blanket Orders.

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BIDDER TITLE

Instructions for pages 13 -30

1) Business history and principal questionnaire Forms

2) Consultant's Contractor's and Vendor's Disclosure Form

3) Lobbyist Registration and Disclosure Form

These forms must be filled out completely in their entirety (no blanks). Questions must be responded to appropriately not applicable or N/A is not acceptable, write in none if none is the appropriate answer.

Consultant's Contractor's and Vendor's Disclosure (pages 13 – 16) form if you list a name on question 7part A. The lobbyist and only the lobbyist must fill out the Lobbyist Registration and Disclosure Form (pages 17 – 20)

Regarding the Business History Form (page 23), if no conflict exists write in "no conflict exists" in section (a) (i-iii) in section (b) describe any procedures you have in place or would adopt in the future to ensure a conflict of interest does not arise or exist. Examples would be 1) if a conflict of interest should arise guidance should be sought from the County, 2) would be if a conflict of interest should arise we would take the proper measures to correct the situation, 3) Should we hire an employee with a family relationship with a county public servant that might be construed as a possible conflict of interest we would prohibit that employee from being involved in any way with bidding, billing, payment or any other function with the county.

Redacted, website-ready version

Vendors are encouraged to submit an identical website-ready duplicate copy of forms listed on pages 13 through 30 in the event the formal bid is posted for public viewing.

Redacted information must be limited to information that is excepted from FOIL disclosure under Article 6 of the New York State Public Officers Law.

This includes but not limited to:

1) **social security number**
2) **personal address**
3) **personal phone number**
4) **personal e-mail address**
5) **social media user name**
6) **information of a personal nature the disclosure of which would result in economic or personal hardship.**
7) **Trade secrets or similar information the disclosure of which would cause substantial injury to the competitive position of the person or company providing it.**

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Vice President Northeast Region
TITLE

COUNTY OF NASSAU

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

1. Name of the Entity: Motorola Solutions, Inc.

   Address: 123 Tice Blvd, Suite 202

   City, State and Zip Code: Woodcliff Lake, NJ 07677

2. Entity's Vendor Identification Number: 361115800

3. Type of Business: x 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):
See attached list of officers (Board of Directors and Executives)

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

See attached copy of 10k

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Vice President Northeast Region
TITLE

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.

See attached listing of Motorola Solutions major subsidiaries.
This document includes information approved for public disclosure.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

No lobbyists used for this matter.

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

No lobbyists used for this matter.

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

No lobbyists used for this matter.

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

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

Dated: 3.1.19

Signed:

Print Name: David R. White, Jr.

Title: Vice President, Northeast Region

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

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BIDDER SIGN HERE _____ Vice President Northeast Region
BIDDER TITLE

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

No lobbyists used for this matter.

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

No lobbyists used for this matter.

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

No lobbyists used for this matter.

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.**

No lobbyists used for this matter.

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

No lobbyists used for this matter.

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

Dated: 3.1.19

Signed: _____
Print Name: David R. White, Jr.

Title: Vice President Northeast Region

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BIDDER SIGN HERE _____ Vice President Northeast Region
BIDDER TITLE

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

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Vice President Northeast Region
TITLE

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". No blanks.

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

Date: 2/20/2019

1) Proposer's Legal Name: Motorola Solutions, Inc.

2) Address of Place of Business: 123 Tice Blvd, Suite 202, Woodcliff Lake, NJ 07677

List all other business addresses used within last five years:
***See attached * 5 Paragon Drive, Suite 200, Montvale, NJ 07645

3) Mailing Address (if different):

Phone : 201-949-5503

Does the business own or rent its facilities? Motorola Solutions both rents and owns facilities

4) Dun and Bradstreet number: 00-132-5463

5) Federal I.D. Number: 36-1115800

6) The proposer is a (check one): _____Sole Proprietorship_____Partnership X Corporation_____Other
(Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No X If Yes, please provide details:

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

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BIDDER TITLE

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes____No 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* to the best of Motorola Solutions information & beliefs____If Yes, provide _____

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 ator 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. _____

*See clarification page

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

17) Conflict of Interest:

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

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

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflicts Exist

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflicts Exist

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

_*See below_____

*Motorola Solutions, Inc.'s ("Motorola") employees are accountable for compliance with Motorola's Code of Business Conduct, which includes a conflict of interest section. Please See page 4 of the Code of Business Conduct, for details on Motorola's conflict of interest procedures: https://www.motorolasolutions.com/content/dam/msi/docs/about-us/cr/solutions_codeofconduct.pdf

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BIDDER SIGN HERE _____ BIDDER

Vice President Northeast Region
TITLE

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

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business.

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

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

Company ** See Page Five

Contact Person

Address

City/State

Telephone

Fax #

E-Mail Address

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BIDDER TITLE

Company **See Page Five

Contact Person

Address

City/State

Telephone

Fax #

E-Mail Address

Company ** See Page Five

Contact Person

Address

City/State

Telephone

Fax #

E-Mail Address

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

BIDDER SIGN HERE _____ Vice President Northeast Region

BIDDER TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OFNEW YORK

FORMAL SEALED BID PROPOSAL
28760-02079-003

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

Sworn to before me this 1st day of March 20_19

Christina Albanese
Notary Public

CHRISTINA ALBANESE
ID # 2206967
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires August 17, 2019

Name of submitting business: Motorola Solutions, Inc.

By: David R. White, Jr.
Print name

Signature

Northeast Region Vice President
Title

3 / 1 / 19
Date

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

BIDDER SIGN HERE _____ Vice President Northeast Region
BIDDER TITLE

PRINCIPAL QUESTIONNAIRE FORM

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

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name N/A-See statement below question 12 page 29*

   Date of birth_____/_____/_____

   Home address _____

   City/state/zip_____

   Business address _____

   City/state/zip_____

   Telephone_____

   Other present address(es) _____

   City/state/zip_____

   Telephone_____

   List of other addresses and telephone numbers attached

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

   President____/____/____ Treasurer ____/____/____

   Chairman of Board_/_____/_____ Shareholder____/____/_____

   Chief Exec. Officer ____/____/____Secretary_____/____/__ Chief

   Financial Officer_____/___/____ Partner _____/____/____

   Vice President____/____/_____/____/____

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES____NO ____ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO____If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES__ _ NO____; If Yes, provide details.

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

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BIDDER SIGN HERE _____ Vice President Northeast Region
BIDDER TITLE

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

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

   a. Been debarred by any government agency from entering into contracts with that agency? YES_____ NO_____If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES_____NO_____If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO ____ If Yes, provide details for each such instance.

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

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

   a) Is there any felony charge pending against you? YES____NO____ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES_____NO_____ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES_____ NO ____ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES____NO_____If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES____NO_____If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES_____NO_____If Yes, provide details for each such occurrence.

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BIDDER SIGN HERE _____ BIDDER

Vice President Northeast Region
TITLE

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

* N/A--Instructions specifically state "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". Motorola clarifies that its 10%+ shareholders do not include officers or individuals (the only two are Vanguard,an investment advisor company, and BlackRock, a global investment management company).

CERTIFICATION

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

Sworn to before me this 1 day of March 2019

Christina Albanese
Notary Public

CHRISTINA ALBANESE
ID # 2206967
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires August 17, 2019

Motorola Solutions, Inc.
Name of submitting business

David R. White, Jr.
Print name

Signature

Vice President Northeast Region
Title

3 , 1 , 2019
Date

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BIDDER SIGN HERE _____ BIDDER

Vice President Northeast Region
TITLE

REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract
document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the **Office of Purchasing** in writing prior to the bid opening. The failure of the bidder to notify the **Office of Purchasing**, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the **Office of Purchasing** receives a notification from a bidder of a differing site condition or an inconsistency, ambiguity, omission or error in the Contract documents, the **Office of Purchasing** will, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an amendment to the Contract documents. Any such amendment will be made available electronically to each person that received a copy of the Contract documents as reflected in the records of the **Office of Purchasing** , and any such amendment will also be available at the place where the Contract documents are available for inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

Please note that all bidder requests for information or clarification must be received by the Authority at least 72 hours prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.

Ordinance # 153-2018
Pursuant to Ordinance # 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

Value of Contract	Administrative Fee
$0-$10,000	$0
Over $10,000-$50,000	$160
Over $50,000-$100,000	$266
Over $100,000	$533

After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to waive the fee.

Ordinance # 72-2014
The bidder declares that they are a registered vendor with the County. All registered vendors must pay a Two Hundred Seventy-Five Dollar ($275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under Ordinance # 72-2014.

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BIDDER SIGN HERE _____ BIDDER

Vice President Northeast Region
TITLE

PERIOD COVERED: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

FIRM PRICES Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase in not granted when requested, the Contractor may elect to continue at the bid prices or given written notice of termination, upon receipt of which the Blanket Purchase Order will be re-bid.

AWARD: Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

DELIVERY: Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

Delivery to be made One (1) **Days A/R/O.**

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries.
Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

INSPECTION: Bidders should be aware of Inspection and Delivery requirements as stipulated.

BILLING: Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID.

**********VENDOR CLAIM CERTIFICATION**********

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION **MUST** APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

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BIDDER SIGN HERE _____ BIDDER

Vice President Northeast Region
TITLE

CLAIMANT NAME DATE

BY (SIGNATURE) TITLE

*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID**

Vendors may download claim form NIFS560 at the following URL:

http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf

PAYMENT: A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.

**********VENDOR CLAIM CERTIFICATION**********

If a claim voucher is not being submitted, the following certification MUST appear on the invoice:

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

Claimant Name **Date**

By Signature **Title**

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.

Vendors may download claim form NIFS560 at the following URL:

http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf

PAYMENT IN DETAIL: Billing shall be rendered in detail, listing parts and materials used, their prices and labor shown in hours and extended rates.

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

METHOD OF BIDDING: Please submit unit price in the appropriate column.

PRICE DISCREPANCY: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

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BIDDER SIGN HERE _____ Vice President Northeast Region
BIDDER TITLE

WARRANTY: The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.

Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.

BIDDER SHALL STATE WARRANTY
PERIOD:_____

NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:

_____

_____

_____

TAX PROVISION: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

NEW YORK STATE PRICES: Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities. **See attached for clarifications.

REDUCTION IN PRICES: If an award is made, the Contractor agrees, should prices be reduced to the general trade during the requirement period, the County shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Contractor to notify the Purchasing Department of such price reductions. **See attached for clarifications.

PRICE PROTECTION: Bidders are required to state period of price protection (in terms of days) after the bid opening.

STATE PRICE PROTECTION PERIOD:_____DAYS AFTER BID OPENING

EXTENSION OF PRICE: It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders.
180 days.

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BIDDER SIGN HERE _____ Vice President Northeast Region
BIDDER TITLE

COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify and hold harmless the County of Nassau, its agents, officers and employees against any and all claims, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at Nassau County's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against Nassau County, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against Nassau County, its agents, officers, or employees in any such suit, action or legal proceeding. **See clarification

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single minimum limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. **See clarification

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.
Bidder shall list below the Insurance Company(s) holding the following documents:
A) Certificate of Insurance name the County of Nassau as co-insured:

_____
Or
B) Certificate of Insurance with indemnification agreement (hold harmless clause):

_____
**See clarification

Nassau County Must be named as an additional insured

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

PRODUCT LIABILITY INSURANCE: The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars ($1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage.

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BIDDER SIGN HERE _____ Vice President Northeast Region
BIDDER TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
28760-02079-003

GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

SPECIFICATIONS: Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting there-from shall not be construed as qualification of the specifications of this bid or relief there-from, except as specifically stated in the Purchase or Blanket Order.

PRODUCT IDENTIFICATION: If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. Bid sheets shall be so noted of the manufacturer's name and brand of the product offered as an equal. If as a result of an award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Contractor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

PROTECTION FROM CLAIM AGAINST "OR EQUAL": In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the County of Nassau free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

ALTERNATIVE ITEM: In submitting a bid on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the County. If a bidder does not indicate that the commodity he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described. Consideration of the alternate shall be at the sole discretion of the Director. MORE THAN ONE (1) BID ON EACH ITEM WILL NOT BE CONSIDERED, UNLESS OTHERWISE SPECIFIED BY THE COUNTY.

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BIDDER SIGN HERE _____ **BIDDER**

Vice President Northeast Region **TITLE**

EQUIVALENT BIDS: Bidders may offer a product of the same capability, but of different manufacture and model than that specified in this bid. The use of the name of a manufacturer, brand, make or catalog designation is specifying items described herein does not restrict or preclude bidders from offering equivalent or better product bids. Such a designation is used only to indicate the character, quality and minimum performance desired. Equal or better product bids are permissible. A bidder submitting an equal or better product shall, at his own cost and expense be responsible for submitting proof and/or a demonstration of equivalence, compatibility and performance. However, acceptance of an equivalent product shall be strictly at the discretion of the Director. Any omission of the term "or equal" in any specific bid item listing should be disregarded by the bidder. All bidders shall have an absolute right to submit "equivalent" bids notwithstanding any other provision of the bid specifications.

REPLACEMENT PARTS: The requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, and must match and inter-member without modification with the equipment and systems indicated.

PARTS:

Charges for parts used to complete work under this contract are required to be itemized on invoices and may be summarized on claims. The part thus billed should be identified by manufacturer and manufacturer's part number. Such charges for parts will be as enumerated in the PRICING SCHEDULE section above, and all instructions must be complied with in order to receive payment.

In any event, THIS CONTRACT MAY NOT BE USED TO PURCHASE PARTS ONLY

Vendor agrees, if requested, to provide the User Agency, the County Comptroller, or authorized representative of the Office of Purchasing with copies of such manufacturer's list prices.

The Cost Plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

Bidders (Contractors) are hereby advised that to insure and facilitate payment, the following information must accompany the contractor's claim:

Time sheet signed by authorized County personnel. Time sheets shall show travel time, if any, time of arrival, time of departure and hours worked.

Details of parts used

If parts used are regularly carried in stock and manufacturer's price lists are used to price repair invoices, the contractor should furnish a copy of the price list to the Office of Purchasing. If parts are purchased to complete the repair, photocopies of the invoices must be furnished with the claim. Compliance with the above is necessary in order to expedite payment.
**Motorola's prices are based on list price less any applicable discounts. Support for prices, including timesheets and manufacturing costs will not be provided.

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

BIDDER SIGN HERE _____ **BIDDER**

Vice President Northeast Region **TITLE**

ADDITIONAL BIDS: The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

PRICE LISTS AND DISCOUNTS: Bidders may attach price lists and catalogs indicating discounts available to the County for all other products not listed herein. New items may be added to the price list at the then current price at the same discount schedule during the life of the contract.

MANUALS/IN-SERVICE VIDEO: Bid prices shall include two (2) each OPERATING MANUALS and two (2) each SERVICE MANUALS for EACH model number ordered. Service manuals should include specifications, circuit description, maintenance procedures, parts list and schematics. Also, bid price shall include, if available, an in-service video, or CD, for EACH model number ordered.

NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

NON PERFORMANCE

The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor. **See clarifications

DISCLAIMER

Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities. **See clarifications.

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

BIDDER SIGN HERE _____ Vice President Northeast Region
BIDDER TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
28760-02079-003

NOTICE

READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED

RIGHT TO KNOW LAW AND "OSHA"

PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "**MATERIAL SAFETY DATA SHEETS**" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN AUTOMATIC REJECTION OF THE BID.

IF YOUR PRODUCT **DOES NOT** CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED Not applicable: service bid DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X _____ Vice President Northeast Region 3.1.19
Signature **Title** **Date**

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

BIDDER SIGN HERE _____ Vice President Northeast Region
BIDDER **TITLE**

EVALUATION:
The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he his bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

ACCESS CLAUSE: Contractor, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the County of Nassau. Such books and records shall at all times be available for audit and inspection by the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health and Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract. **See clarifications

TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled. **See clarifications

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

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

BIDDER SIGN HERE _____ **BIDDER**

Vice President Northeast Region **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
28760-02079-003

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 1st day of March, 2019 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: Motorola Solutions, Inc.

Address: 123 Tice Blvd

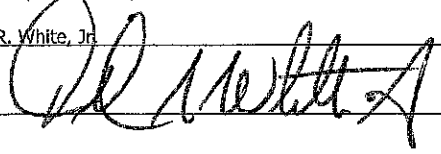
Street: Suite 202

City, Town, etc: Woodcliff Lake, NJ 07677

Telephone: 2019495503 Title: Vice President Northeast Region

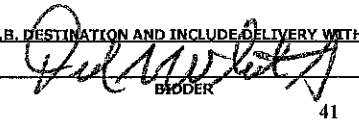
If applicable, responsible Corporate Officer

Name David R. White, Jr. Title Vice President Northeast Region

Signature:  Sign Here

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID.

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

BIDDER SIGN HERE  **Vice President Northeast Region**
BIDDER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
28760-02079-003

GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern. **See clarification

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT**, **CROSS-OUTS OR LIFT-OFF TAPE MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when place in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 **State Exemption Number: EX 7213062C**

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

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

BIDDER SIGN HERE _____ (BIDDER) **Vice President Northeast Region** (TITLE)

Living Wage

Section 1. Authority and Usage

a. These Rules are promulgated pursuant to Local Law 1-2006, section 7(b) which authorizes the County Executive to promulgate rules to implement the provisions of the Nassau County Living Wage Law.

b. Wherever the term "Law" or "Living Wage Law" is used in this document, it shall mean Local Law 1-2006, otherwise known as the Nassau County Living Wage Law. Whenever the terms "Rule" or "Rules" are used in this document, it shall mean these Rules of the County Executive regarding the Nassau County Living Wage Law.

Section 2. Clarification of Terms

a. Awarded. "Awarded" shall mean that time at which a contractor is selected by the County, or any department of the County, to receive county financial assistance, even if that time is before execution of a county financial assistance agreement by all parties or approval of such agreement by the County Legislature.

See Living Wage Law, § 5(a) "Certification of Compliance" and § 10 "Other Provisions"

b. County Service Contract. "County Service Contract" shall mean any contract let to a contractor by the county for the furnishing of services to or for the county and that involves an expenditure equal to or greater than twenty-five thousand dollars. A contract for the sale of goods to the County, or a contract for the sale of goods where incidental services are being provided to the County, are not considered County Service Contracts. This definition shall not include contracts awarded pursuant to the county's emergency procurement procedure as set forth in section twenty-two hundred six of the county charter, inter-governmental agreements, agreements with state or local public authorities or agreements with local development corporations incorporated pursuant to section 1411 of the not-for-profit corporations law.

c. County Financial Assistance. "County Financial Assistance" shall mean any grant, loan, tax incentive or abatement, bond financing, subsidy or other form of assistance of more than fifty thousand dollars given by or through the authority or approval of the county to an entity having at least ten employees. County financial assistance shall not include industrial development bonds, community development block grant loans, and enterprise-zone-related incentives.

d. Employee and Employer.

I. Under Section 1 of the Living Wage Law, an "Employee" for the purposes of a county service contract is an employee of a county contractor "pursuant to one or more service contracts and who expends any of his or her time thereon." Thus, an Employee may be:

A. Any person hired by a County contractor specifically to work on the County Service Contract at issue

B. Any person employed by the County Contractor who works on the specific services contemplated by the County Service Contract

II. An Employee is not:

A. An employee who provides services which are only incidental to the services specified in the County Service Contract.

An employee who does not provide any services contemplated under the County Service Contract in Question

III. For the purposes of the Living Wage Law, Nassau Community College is not an employer as defined in the Law. However, service contractors, financial assistance recipients and lessees of the College are employers as defined in the law and are subject to the provisions of the Living Wage Law as they are applicable.

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

BIDDER SIGN HERE _____ **BIDDER**

Vice President Northeast Region
TITLE

See Living Wage Law, § 1 "Employee," "Employer"

e. Enter Into. "Enter into" shall mean that time at which both parties have signed the contract in question.

See Living Wage Law, § 1 "County Service Contract" and § 10(a) "Other Provisions"

3. Amendments, Extensions and Renewals

a. Renewals and Extensions. Where an existing County Financial Assistance Agreement, County Service Contract, or County Lease is renewed or extended after the effective date of the Law, such agreement is a new County Financial Assistance Agreement, County Service Contract or County Lease, as the case may be, and is subject to the applicable provisions of the Law.

b. Determination of Applicability.

i. County Service Contracts.

A. Any renewal of a County Service Contract is subject to the Living Wage Law if the total expenditure by the County under the renewal is $25,000 or greater.

B. If a County Service Contract is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount $25,000 or over, or if such amendment itself involves an expenditure of $25,000 or over. In no event shall the Law apply in a situation where an amendment involves an expenditure of less than $25,000 and the original agreement already involves an expenditure of $25,000 or over.

ii. County Financial Assistance Agreements.

A. Any renewal of a County Financial Assistance Agreement is subject to the Living Wage Law if the total expenditure by the County under the renewal is greater than $50,000.

B. If a Financial Assistance Agreement is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount over $50,000, or if such amendment itself involves an expenditure over $50,000. In no event shall the Law apply in a situation where an amendment involves an expenditure of $50,000 or less and the original agreement already involves an expenditure over $50,000.

iii. County Leases. Any renewal, extension or modification of a County Lease is subject to the provisions of the Living Wage Law.

See Living Wage Law, §10(a) "Other Provisions"

4. Waiver of the Law

a. Application of the Provision

i. Any County Contractor may apply for a waiver of the provisions of the Law. In order to qualify as a County Contractor, the applying organization must have a County Service Contract with the County of Nassau. A County Service Contract is a contract which contemplates providing a service to the County (not goods or any service performed only to deliver goods) for which the County is paying $25,000 or more. Both non-profit and for-profit County Contractors may apply for a waiver.

ii. At this time, the Living Wage Law does not allow a County Lessee or an entity receiving County Financial Assistance to apply for a waiver of the Law's provisions.

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BIDDER SIGN HERE _____ **Vice President Northeast Region**
BIDDER **TITLE**

b. Request for a Waiver The following procedures have been established by the County Executive for requesting a waiver of the provisions of the Living Wage Law:

i. Request for a waiver must be made to the Nassau County Office of Compliance. Since a waiver request must be made by a County Contractor who already has a contract with the County to provide services, a request for a waiver may only be made after the contract in question is entered into with the County.

ii. A request for a waiver must be made on the approved form designated "Request for Waiver of the Provisions of the Nassau County Living Wage Law." This form is attached to these rules. Additional forms may be requested by contacting the.agency with which the requesting organization has a contract.

iii. Except for those requesting organizations with County Service Contracts listed in section 4(b)(iv)(E)(3) below, those requesting organizations which plan to request a waiver once a County Service Contract has been entered into must include, in their bid or proposal for the specific County Service Contract, a budget breakdown stating the amount of the budget allocated to wages (*assuming the Living Wage Law applies*), and the amount of the budget allocated to services and other contract expenses.

A. In any budget breakdown submitted, the requesting organization must include only those employees who are included within the definition of "Employee" described above.

B. Those County contractors who have been awarded a contract through Executive Order No. 1 of 1993, a state or federal grant, General Municipal Law section 104, or any other state or federal rule or regulation must submit the above budget breakdown to the contracting agency before such contract is entered into with the County in order to be eligible for a waiver.

iv. A waiver request must contain the following information:

A. The name of the organization

B. The address of the organization

C. A brief description of the contract which the waiver pertains to.

D. The name and email address of the Chief Executive Officer of the requesting organization

E. The criteria (hereinafter, the "Criteria") for qualifying for a waiver under the provisions of the Law. Currently, a requesting organization must meet either Criteria 1, 2 or 3 below, and, if Criteria 1, 2 or 4 are cited, must meet Criterion 5 below:

1. The highest paid officer or employee of the requesting organization earns a salary which, when calculated on an hourly basis, is less than six times the lowest wage or salary paid by the requesting organization.

OR

2. Compliance with the requirements of the Living Wage Law will directly increase the requesting organization's expected total annual budget in an amount greater than ten percent of the prior fiscal year's budget.

OR

3. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would exceed the amount, per hour or per diem (as the case may be), reimbursed to the County by any State or Federal Source:

Services under the Expanded In-Home Services for the Elderly Program (EISEP)
Foster care services under the New York Social Services Law.
Residential domestic violence services under the New York Social Services Law.
Residential care, educational and vocational training, physical and mental health services, and employment counseling services to residents of the Juvenile Detention Center under the New York Executive Law.

OR

4. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would increase the County Service Contract's budget by greater than ten percent over the budget for the requesting organization's County Service Contract for the previous contracting year:

i. Non-residential domestic violence services under the New York Social Services Law.
ii. Services under the Home Energy Assistance Program (HEAP)
Preventive services for children pursuant to the New York Social Services Law
Non-Secure detention services pursuant to the New York Executive Law.

AND (If Criteria 1, 2 or 4)

5. When the requesting organization placed a bid or submitted a proposal for the county service contract at issue, it must have submitted a budget which included a breakdown of the wages paid to employees of the requesting organization who would be covered under the Living Wage Law.

F. A statement that, if a waiver is granted, the requesting organization will decrease its budgeted wage allocation to that amount the requesting organization would have paid its employees had the requirements of Living Wage Law not been applied. The amount to be paid by the County to the requesting organization will be reduced accordingly by contract amendment.

G. The notarized signature of the requesting organization's Chief Executive Officer.

v. A request must be accompanied by documentation supporting the Criteria claimed by the requesting organization.

A. If Criteria (1) is cited in the request, the requestor must include a statement, certified by the chief financial officer of the requesting organization as true and accurate, of the wages paid, on an hourly basis, of the highest and lowest paid individuals employed by the requesting organization.

B. If Criteria (2) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the last fiscal year along with a copy of the organization's expected budget taking into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

C. If Criteria (4) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the County Service Contract for the prior agreement year along with the requesting organization's budget for the County Service Contract for the current agreement year which takes into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

vi. The request form and all documentation must be sent to the following address:

County of Nassau Office of Compliance
Attention: Living Wage Waiver Request Office
One West Street – 4th Floor
Mineola, New York 11501

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

BIDDER SIGN HERE _____ **Vice President Northeast Region**
BIDDER **TITLE**

c. Waiver and Procurement

i. As a waiver may only be requested once a County Service Contract has been entered into, no waiver application may be submitted by any organization submitting a bid or proposal to the County for a County Service Contract.

ii. The fact that a waiver may be granted to an organization submitting a bid or proposal to the County for a County Service Contract will not be a consideration in evaluating such bid or proposal.

d. Review Procedures

i. Review of a request for a waiver must be made by the Office of Compliance.

ii. Approval of a request is dependent on the requestor satisfying either criteria (1), (2) or (3) in section 4(b)(iv)(E) above and, if citing criteria (1), (2) or (4), criterion (5) in section 4(b)(iv)(E) above. Applications not satisfying these criteria, or incomplete applications, will not be approved. However, complete applications that do meet these criteria shall be approved by the Office of Compliance.

iii. The Office of Compliance shall inform the requestor of his or her decision to grant or deny a request in writing within thirty days of receipt of the request. A copy of the grant or denial shall be transmitted to the County Comptroller for the purposes of monitoring compliance with the Living Wage Law.

iv. During such thirty day period, the requestor must continue to abide by the provisions of the Living Wage Law. Failure to do so may result in action by the Office of the Nassau County Comptroller to enforce the provisions of the Law.

e. Post-Award Review

i. After the County grants a waiver, if at any time during the term of the County Service Contract the requesting organization alters its budget or wages such that the organization no longer qualifies for a waiver of the Living Wage Law, the requesting organization must contact the County department with which it contracts and inform such department of such alteration.

ii. If a County department is contacted in reference to such a change, the department must either:

Amend the County Service Contract in question to restore any funding subtracted from the contract as a result of a waiver of the Living Wage Law and receive from the Contractor a completed Certificate of Compliance; or

Terminate such Contract according to its terms.

See Living Wage Law, § 9 "Waiver"

5. Inter-Governmental Agreements

a. The Living Wage Law shall not apply to those County Service Contracts which are entered into with any municipal corporation located within the County, any school district located within the County, and any special district located within the County.

b. County Financial Assistance Agreements and County Leases. The Living Wage Law shall not apply to a County Financial Assistance Agreement or a County Lease in the event that application of the law would conflict with the application of a federal, state or local law, rule, regulation or ordinance. For the purposes of this Rule, the Living Wage Law would not apply to a County Financial Assistance Agreement or County Lease where funding for the Agreement or Lease is derived from a Federal or state grant where the distribution of such grant funds to certain subrecipients is mandatory and non-discretionary.

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

BIDDER SIGN HERE _____ (BIDDER) **Vice President Northeast Region** (TITLE)

See Living Wage Law, § 1 "County Service Contract," "Inter-governmental Agreement;" § 3 "Minimum Compensation;" §10 "Other Provisions"

6. Certification of Compliance

a. An updated certification of compliance with the provisions of the Living Wage Law shall be submitted to the County on or before the first day of each agreement year during the term of any County Service Contract.

b. For the purposes of updating a certification of compliance, a "material change" as used in the Law shall be limited to the following:

i. Any determination by the County Comptroller that the contractor has violated any provision of the Law.

ii. Any instance during the preceding year in which the contractor has been found by a court or governmental agency to have violated federal state or local laws regulating payment of wages or benefits, labor relations or occupational safety and health, or where any governmental body has initiated a judicial action, administrative proceeding or investigation of the contractor in regard to any of the above laws.

See Living Wage Law, § 5 "Certification of Compliance"

7. Nassau County Employees

a. All Nassau County Employees are covered by the provisions of the Living Wage Law, provided, however, that Nassau County Employees covered by the collective bargaining agreement between the County and the Civil Service Employees Association are not entitled to receive the benefits supplement rate as the term is defined in the Law. The provisions of the Law also extend to paid interns hired by the County.

b. The Living Wage Law does not apply to volunteer workers utilized by the County pursuant to the County's authority to use volunteer workers under § 2105 of the Nassau County Charter. As such, the Law does not cover unpaid interns utilized by the County.

See Living Wage Law, § 1 "Employee," "Employer;" § 10 "Other Provisions"

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

The ~~chief executive officer~~ Northeast Region Vice President of the Contractor is:

David R. White, Jr. (Name)

123 Tice Blvd, Suite 202, Woodcliff Lake, NJ 07677 (Address)

845-258-8006 (Telephone Number)

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

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:

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

The Dept of Labor is currently investigating the Motorola Solutions Pension Plan. This investigation is ongoing and there has not been a final determination with regard to the investigation. In 2018 the Office of Federal Contracts Compliance Programs (OFCCP) completed compliance reviews of Motorola Solutions Plantation, Florida; San Diego, CA; and Elgin, IL establishments and found no compliance violations. Earlier, the month Feb 2019, the OFCCP opened a compliance review of Motorola Solutions Lawrenceville, GA establishment. This review is ongoing. Beyond this matter, no preceding, action or investigation has been commenced in the past 5 years.

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.

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BIDDER TITLE

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

3.1.19
Dated

Signature ~~of Chief Executive Officer~~ VP Northeast Reg

David R. White, Jr.

Name of ~~Chief Executive Officer~~ VP Northeast Reg

Sworn to before me this

1 day of March, 2019.

Notary Public

CHRISTINA ALBANESE
ID # 2206967
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires August 17, 2019

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NY STATE LABOR LAW

If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply: **See clarification

a. "Public Works" and "Building Services" - Definitions

i. Public Works Labor Law Article 8 applies to county contracts for public improvements in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts).

ii. Building Services Labor Law Article 9 applies to Contracts for building service work with the county, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

b. Prevailing Wage Rate Applicable to Bid Submissions A *copy of the applicable prevailing wage rates to be paid or provided are annexed* to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts.

c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over $25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.

iv. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

If this contract is for Building Service Work as defined in Article 9 of the Labor Law, State law prohibits other political subdivisions and districts within the County from making purchases pursuant to this agreement.

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RECORD RETENTION: Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County. ** See clarification

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

Ordinance # 72-2014
The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar ($125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar ($275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance.
Further details about the registration process may be found at ***https://eproc.nassaucountyny.gov/SupplierRegister***

PRE BID SITE VISITS: The prospective suppliers, when bidding, represents and warrants that he has visited and knows the site(s) or premise(s) upon which the work, as described in these bid specifications, is to be performed hereunder and that he has informed himself of all existing conditions affecting the work and as to the work of other coming in conjunction with his work. Failure of the bidder to thoroughly acquaint himself with the site and local conditions shall not relieve him of his responsibility, and shall not entitle him to any claim for extras. Bidders may call _____for an appointment to visit the site.

Specifications/Pricing:

I Two Way Radio & Mobile Data Maintenance and Repair

A. The County of Nassau (hereinafter call the County) represented by the Deputy Commissioner of Shared Services, and the individual partnership, joint venture, or corporation named above (hereinafter called the Contractor) mutually agree to perform this contract in strict accordance with the general provisions attached hereto and the specifications, terms and conditions contained herein.

Contract is divided into Plan A and Plan B as follows:

I Plan "A" preventative maintenance Service (PMS)
II Plan "A" repair service Response (RSR) and Technical Systems Support (TSS)
II Plan "B" Extra costs, Time and Materials

All work must be performed with Motorola trained technicians and factory authorized service partner. In addition to having factory-trained technicians, each technician working on any transmitter or receiver equipment must have a valid FCC License.

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Any technician working on the system must hold training certificates or certifications where required on all technologies associated with the County of Nassau radio system equipment. Technicians must be certified in the following:

In the management, maintenance, repair and configuration of the Motobridge line of products
In the management, maintenance, repair and configuration of the MCC7500 console system
In the management, maintenance, repair and configuration of the ASTRO 25 7.X Core and Database as it relates to the MCC7500 console system
In the management, maintenance, repair and configuration of the NICE Playback Stations
In the management, maintenance, repair and configuration of the MOSCAD system
In the management, maintenance, repair and configuration of the Aviat Constellation and True Point microwave system
In T1 Link Verification
In the management, maintenance, repair and configuration of Windows Based PC's
In Antenna Systems Analysis using the appropriate FDR hardware
Certified Electronics Technicians Certification
In the management, maintenance, repair and configuration of Mobile Data terminals and supporting RF equipment including the RNC and radio IP
In the management, maintenance, repair and configuration of the Quantar base radio
In the management, maintenance, repair and configuration of the MSF5000 base radio
In the management, maintenance, repair and configuration of the Motorola Network Transport Infrastructure
Cisco Network + certified
Radio IP Software
Understand subscriber trunking and fleetmapping
Must be proficient and have the following skill sets in the development and implementation of the subscriber talk groups and code plugs

I. TWO WAY RADIO & MOBILE DATA MAINTENANCE AND REPAIR (cont.)

4. All bidders shall demonstrate the capability of servicing systems similar in scope/complexity of the Nassau County Police Department's, therefore the Police Department is requesting all bidders supply a reference list of at least three (3) other current systems being maintained for at least five (5) years that include the following components:

   - RNC
   - Motobridge
   - Radio IP
   - NICE Logging Recorder
   - Digitac Comparators
   - Quantars
   - Aviat Microwave
   - MCC7500 Consoles
   - MOSCAD
   - Mobile Data Terminals (VRMs)
   - Maintain, repair and implement preventative maintenance schedules for the following site equipment:
     - HVAC (BARD)
     - UPS
     - Generac, Kohler or any other Generators utilized by the County

5. It is the intent of this specification to describe the minimum requirements set forth by the Nassau County Police

Department for radio system and mobile data maintenance, upgrades and repair of the existing communications network. Nassau County Police Department is interested in a vendor that will provide comprehensive system wide support for the current ASTRO 25 system and maintain the system at a high level of support and extend the useful life of the network. In addition to repairing broken components of the system, the successful bidder must provide the following capabilities to support the ASTRO 25 system with an equivalent level of functionality:

i. A toll free number to request dispatch for service
ii. Monthly performance reports
iii. Failure analysis
iv. Technical support for questions
v. Board repair and exchange programs for infrastructure components
vi. On-site field engineering support
vii Onsite Field management support
viii. Customer service support
ix Preventative maintenance as described in the specifications
x Escalation process for mitigation of system problems
xi Provide a complete package of hardware, software and implementation services
xii Live network updates performed with minimal interruption to system operations.
xiii Software/hardware upgrades to latest version applicable to maintain the current maximum efficiency of the Astro 25 system and support required existing functionality.
xiv Next day delivery of Motorola manufactured parts during catastrophic system failures
xv 7x24 onsite support during major storms , deployment of cells on wheels (COW) and generators in event of infrastructure failures

6. Potential bidders are invited to review the current inventory of equipment. Failure to be aware of all infrastructure components and field equipment shall not be cause to charge the County for extra repairs.

7. During the term of this agreement, in the event of any additions or deletions to either infrastructure or subscriber equipment, the County holds the right to request a modification to the financial terms of the awarded contract. Such modifications will be reviewed on a quarterly basis. Modifications during this time frame may or may not have a direct financial impact on this contract.

8. If the County initiates maintenance and service with in-house radio technicians sometime during the term of this agreement. The vendor must agree to modify contract and make cost adjustments as these in-house technicians become functional. All parts utilized for repairs must meet or exceed the manufacturers specifications and not void any warranty

II. PLAN "A" PREVENTATIVE MAINTENANCE

Plan "A" - **PREVENTATIVE MAINTENANCE SERVICE (PMS)** shall include the following:

1. Regular scheduled inspection and maintenance service calls as per Manufacturer's specifications.

2. The service calls shall be for the purpose of maintaining the Radio systems at optimum working conditions by replacement of all defective components where necessary and/or such alignments, network adjustment, and labor as required. All related equipment and services that support the radio system regarding the functioning of radio

equipment at each site.

3. Contractor shall include subscriber preventative maintenance on an annual basis. The following shall be performed: Check power out, deviation, batteries, antennas, speaker mics and installs latest software version if needed on all Mobile and Portable equipment. Confirm that all vehicle equipment serial numbers match with radio office database.

4 If the County initiates maintenance and service with in-house radio technicians sometime during the term of this agreement. The vendor must agree to modify contract and make cost adjustments as these in-house technicians become functional.

SYSTEM INFRASTRUCTURE

System infrastructure to include all system software/hardware updates and equipment; Radio Base Stations, Site controllers, Comparators, Routers, LAN switches, Servers, PC Workstations, Dispatch consoles, Logging equipment, Network management terminals, Network Fault Management (NFM) products, Network security device-such as firewalls and intrusion detection sensors, associated peripheral infrastructure software, receivers, microwave related equipment, combiners, duplexers, amplifiers, preamps, and update hardware versions and/or replacement hardware required necessary to support computer equipment to maintain equivalent level of functionality. The system infrastructure refreshes must include: Data System, which incorporates 2 Radio Network Controllers and GTR 8000 Base and Site Controllers, GCM 8000 Comparators, MCC75000 Console Operator positions, STR 3000 Base Stations, Quantar Base Stations, ASTROTAC Comparators, PSC 9600 Site Controllers, PBX Switches for telephone connect NFM.NFM.MOSCAD RTU and receivers-conventional, Digitac system and 19,200 baud RD-Lap protocol if still in use.

Infrastructure repairs to include cabling, antenna replacements and labor.

To Include, but not Limited to, All Radio Communications Equipment at the following locations:

i. Precincts, PD Community Centers
ii. Bellmore Facility (including all commands there within)
iii. Headquarters complex located at Westbury and (Mineola back up center or future location if relocated)
iv. Marine Bureau
v. Bethpage Facility (including all commands there within)
vi. VHF Transmitter – Air/Marine
vii. M.R.D. Mobile Radio District transmitters andreceivers
viii. County-wide and Statewide System
ix. All other VHF frequencies licensed to the County
x. Medical Control (located at NUMC and EAB)
xi. Public Safety Center (Westbury)
xii. Policing Centers

II. PLAN "A" PREVENTATIVE MAINTENANCE (cont.)

5. Field Visits for preventative maintenance for Portables/Mobile Radios/In-Vehicle computers with associated peripherals/Mobile & Portable charging units and associated antenna network and hardware are to be accomplished by Motorola trained technicians and PMS forms to be completed for all units on an annual basis at each of the following: Precincts, Policing Centers, Highway Patrol Bureau, Emergency Services Bureau, Bureau of Special Operations, Air/Marine Bureau, Emergency Ambulance Bureau, Training Academy and the Detective Bureau. The successful contractor will be required to submit a schedule to accomplish all preventative maintenance on the above-described equipment to be performed annually. A form supplied by the County shall be completed for each piece of equipment that is tested.

6. Maintenance and calibration test equipment (based on manufacturer's recommendations) must be provided for all utilized County equipment. Preventative Maintenance Service to include the system replacement of all parts, as needed, including antennas, antenna mounts, lines, and cabling.

SERVICE RECORDS

The following service records shall be provided:

1. Monthly subscriber unit service activity, by vehicle number, including model number, serial number, work performed, and time required to restore service
2. Monthly emergency service activity, including failure type, corrective action taken, and time required to restore service.
3. The results of preventative maintenance tests and inspections shall be provided within 30 days of completion.
4. Monthly 5 Nine's Report of system performance

Contractor will be required to document site visits, report any discrepancies in equipment operation and describe corrective action taken, and generate monthly PMS reports for each site on forms supplied by the County.

III. PLAN "A" - REPAIR SERVICE RESPONSE AND TECHNICAL SYSTEMS SUPPORT (TSS)

1. Two-Way Radio:

Service for this system shall include the use of remote diagnostics from a systems service center capable of localizing the

problem and dispatching the appropriate personnel for failure resolution. A board exchange program shall also be included to expedite repair and minimize system downtime.

III. PLAN "A" - REPAIR SERVICE RESPONSE AND TECHNICAL SYSTEMS SUPPORT (TSS) cont.

2. If damage caused to antennas and cables are found to be the result or cause of inadequate/faulty system maintenance it will be covered under this agreement.

3. Service to infrastructure equipment will be subject to a two (2) hour response time, twenty-four (24) hours a day, seven (7) days a week including all Saturdays, Sundays and Holidays.

4. 8 Hour Service Normal Business Hours 8:30 AM – 5:00 PM -5 Days a Week — Drive In Service Normal Business Hours 7:00 AM - 7:00 PM)

Mobile Radios, VRM's MDT's, ML/MW Series In-Vehicle Computers and related accessories, In-Vehicle Battery Chargers and any other Motorola/or the possibility of other P25 manufactured mobile radio equipment and

Commented [BE1]: Insert to cover additional models, if necessary for the Departments utilizing the current radio system.

i. associated peripherals installed in Precinct Patrol Units, Highway Patrol Bureau Vehicles, Emergency Ambulance Bureau, Bureau of Special Operations, all Marine Radios and Motorola Radios installed in Boats and Helicopters and any vehicles equipped with Motorola equipment not covered in the above paragraph.

ii. Service to include repair of all equipment and includes speakers, lines, microphones, computer keyboard , cables, antennas, control heads, scanners, and related equipment and any and/or all parts and accessories attached to or used as part of the installation of the above equipment. This service shall include any damage due to normal wear and tear.

iii. Service shall be provided at a site located within Nassau County. This site may be either provided by the County or the County may, at its discretion, require the Contractor to supply such a site.

5. Portables:

i. All current Motorola Portable Radios XTS2500, XTL1500, HT750, APX7000, APX8000 , and (upon expiration of warranty) any other new Portable radio equipment regardless of Manufacturer, but P25 Compliant, which shall be purchased during the life of this contract. This service shall include factory direct next day air shipping with 10 days turnaround time. Repairs shall consist of all needed parts.

ii. Service shall include single and six-unit chargers and other ancillary equipment.

Service, maintenance, replacement and repairs must be provided for the following items:

I. Safety equipment at all sites to include Eye Wash Stations where required
II. UPS System and UPS batteries
III. Fixed site Equipment (Generators and HVACs)

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I II . PLAN "A" – REPAIR SERVICE RESPONSE AND SUPPLIED TECHNICAL SYSTEMS SUPPORT (TSS) cont.

7. Installations and Removals of Vehicular Equipment:

The successful contractor shall provide onsite technician for the installation and removal of all vehicular equipment. Vehicular equipment includes but not limited to:

i. Dash mount vehicular radios
ii. Trunk mount vehicular radios
iii. Vehicular charging units
iv. Vehicular radio modems
v. In-Vehicle computers (Panasonic Toughbooks /810s and all future model computers)

Contractor will be responsible for the replacement of all installation hardware and accessories (i.e. wiring harnesses, antennas, and mounting hardware) that requires replacement due to normal wear and tear.

vi. All related ancillary equipment

9. Provide service, response and reporting for all third party issues related to the radio system operation.

I . PLAN "A" – REPAIR SERVICE RESPONSE AND TECHNICAL SYSTEMS SUPPORT (TSS) cont.

ii. Provide Onsite Support Requirements:

a. Provide Onsite Support for Mobile Data Equipment and Related Hardware at a Nassau County Facility.
b. Complete repairs or replacement within 2 hours.
c. Escalate any issues using a vendor supplied call management system.
d. Track all repairs and equipment replacement using a vendor supplied tracking system.
e. Complete one preventive maintenance (PM) on each Mobile Data Vehicle once every two years.
f. Support Spares Inventory.

iii. Provide Tracking System:

a. Track All Nassau County Supplied Assets (test equipment) Identified under this contract.
a. Provide Custom Reports to Nassau County.

iv. Provide Customer Support Manager and onsite dedicated System Manager and onsite Customer Support:

a. Support Nassau County with all issues related to the Maintenance Contract.
b. Attend Scheduled Customer meetings.
c. Provide Monthly Reports on the operations, status of equipment and all related equipment issues.
d. Work with third party vendors to install and support necessary communications applications.

v. The support program is to cover all elements of the in-vehicle mobile technology. To include:

1. The MW810, XTL2500, APX8500 and related accessories such as keyboards & displays, provide first echelon support for current Panasonic Toughbooks as well as future models, Charge Guard Power Management Device, Pentax printer.
2. Cables and connector.

3. During the term of this agreement, in the event of any additions or deletions to either infrastructure or subscriber equipment, the County holds the right to request a modification to the financial terms of the awarded contract. Such modifications will be reviewed on a quarterly basis by both parties. Modifications during this time frame may or may not have a direct financial impact on this contract.

M. PLAN "A" ON -HAND EQUIPMENT COVERED BY P.M.S. , R.S.R. AND T.S.S.

1. **Fixed End Infrastructure**

i. Microwave Equipment sites including: Harris Constellation Microwave Receivers and Transmitters (Main/Standby), Associated Fixed Site Equipment. (Dehydrators)------(2)
ii. Digi-TAC Comparators ---------- (7)
iii. Quantar's ---------- (24)
iv. VAC Bard Air Conditioner Units (Located at East Hills & Mineola Sites)------- (2)
v. MCC7500 Consoles ---------- (3)
vi. NICE Logging Recorder Systems ---------- (2)
vii. RNC ---------- (2)
viii. Radio IP Software ---------- (1)
ix. Infrastructure Batteries –UPS/Microwave/Generator replacement with disposal
x. CTI –Voting Display/Equipment---------- (3)

IV. PLAN "A" ON -HAND EQUIPMENT COVERED BY P.M.S. , R.S.R. AND T.S.S. (cont.)

3. **Radio Equipment (Mobile & Portable & Chargers & MDT)**

i. . VRM 850 Modems---------- (35)
i. HT750 Rack Chargers ---------- (5)
ii. HT750 UHF Portable Radio & Single Unit Chargers---------- (24)
iii. APX Portable Radio Rack Unit Chargers ---------- (24)
iv. APX Portable Radio Single Unit Chargers---------- (24)
v. XTS Portable Radio Rack Unit Chargers---------- (250)
vi. XTS Portable Radio Single Unit Chargers ---------- (500)

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vii. XTL1500 1-piece Mobile Radio UHF ---------- (120)
viii. XTL2500 1-piece Mobile Radio UHF ---------- (1279)
ix. XTL2500 2-piece Mobile Radio UHF ---------- (723)
x. XTL5000 2-piece Mobile Radio UHF ---------- (80)
xi. XTS1500 Portable Radio ---------- (210)
xii. XTS2500 Portable Radio ---------- (2623)
xiii. XTS5000 Portable Radio ---------- (30)
xiv. APX7000 Portable Radio ---------- (70)
xv. MW810 ---------- (100)
xvi. Panasonic Toughbooks ---------- (450)

V. PLAN "A" – INAPPROPRIATE DAMAGE

If it is felt that the damage to any equipment in the maintenance agreement is outside the realm of mil spec wear & tear as a result of inappropriate use, intentional damage, or criminal conduct, the Communications Bureau will be notified immediately and prior to any repairs being made. At such time, agreement between the Communications Bureau and the Contractor will be made on appropriate repairs and the billing ofrepairs.

VI. PLAN "A" - SYSTEM SOFTWARE UPGRADES

1. Agreement to include annual subscription renewal on current equipment and Support on future equipment where applicable.
   i. XTS2500 Portable
   ii. XTL2500 Mobile Radio
   iii. XTL1500 Mobile Radio
   iv. XTS1500 Portable Radio
   v. APX7000 Portable Radio
   vi. APX8000 Portable Radio
   vii. APX7500 Mobile Radio
   viii. APX8500 Mobile Radio

Plan "A" Contract price

Cost per month for 12 months $__208,233.08_____

Total Cost per year $__2,498,797____

Battery Replacement

Portable Batteries:

All batteries used with any Motorola Portable Radio is to be replaced annually for the life of the contract (Including contract renewals). For additional battery purchases the contractor is to supply cost schedule for the quantity discount valid for at least 12-month period. The annual battery replacement shall be above and beyond the monthly charges indicated in this contract.

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I XTS1500 portable batteries at a cost of $ see below each for a total cost of $_____ annually.

II XTS2500 portable batteries at a cost of $ see below each for a total cost of $_____annually

III XTS5000 portable batteries at a cost of $ see below each for a total cost of $_____annually

IV APX7000 portable batteries at a cost of $ see below each for a total cost of $_____ annually

******Nassau County procures batteries through Motorola Online (MOL) in accordance with the New York State OGS PT discount contract rates

Plan "B" Extra Costs, Time & Material

Plan "B" Time & materials. For Repairs or Installations not covered in Plan "A" maintenance.

Relocating Equipment:

1)	For STRIP of Dash Mount 1 PC Mobile Radio	$94.75
2)	For Installation of dash mount 1 PC Mobile Radio	$ 194.95
3)	For STRIP of In-vehicle Computer	$ 66.95
4)	For Installation of In-Vehicle Computer	$ 239.50
5)	For STRIP of Remote Mount 2 PC Mobile Radio	$ 116.90
6)	For INSTALLATION of Remote Mount 2 PC Mobile Radio	$ 278.60
7)	For STRIP of IN-Vehicle Charger	$94.75
8)	For INSTALLATION of In-Vehicle Charger	$194.95
9)	For STRIP of VRM	$94.75
10)	For INSTALLATION of VRM	$194.95
11)	For STRIP of Docking Station	$66.95
12)	For INSTALLATION of Docking Station	$239.50
13)	For STRIP & INSTALLATION of Mobile Subscribers without cables and harness	$72.35
14)	For STRIP & INSTALLATION of Printer with armrest	$72.35
15)	For STRIP & INSTALLATION of all Mobile charges for liquid and physical damage	$72.35
16)	For STRIP of (bundle) In-Vehicle Computer/VRM/Docking Station Printer/Armrest	$210.65
17)	For INSTALLATION of (Bundle) In-Vehicle Computer/VRM/Docking Station Printer/Armrest	$456.30
18)	For STRIP of Disguised Antennas	$72.35
19)	For INSTALL of Disguised Antennas	$194.95
20)	For STRIP of Glass Mount antennas	$66.95
21)	For INSTALLATION of Glass Mount antennas	$116.90
22)	For ENGRAVING	$ 22.65
23)	For PROGRAMMING of Mobile & Portable Radio	$31.95

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Plan "B" continued

PLAN B (TIME AND MATERIALS) PRICING SCHEDULE:

LABOR BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. MONDAY THROUGH FRIDAY:

B1) MINIMUM/CALL OUT CHARGE (IF ANY) (INCLUDES 1 hour _____ $_____

B2) REGULAR HOURLY RATE at $ 188 /hr.

B3) EACH ADDITIONAL QUARTER HOUR at $ 47 /¼ hr.

B4) TRAVEL TIME (IF ANY) ZERO

B5) MILEAGE (IF ANY) ZERO

PARTS:

B6) MANUFACTURER'S LIST PRICE (MLP) LESS 25 %

B7) COST PLUS % 25 %

Vendor agrees, if requested, to provide the user department, the County Comptroller, or authorized representative of the Purchasing Department with copies of such manufacturer's list price. The cost plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

WARRANTY PERIOD: On Service, Repair Rendered

PARTS: 365 days

LABOR: 120 days

OVERTIME RATES: All other times (after 5:00 PM or before 9:00 AM Monday through Friday, or any time on Saturday or Sunday.

B8) MINIMUM CHARGE (IF ANY) $ 1 hour

B9) REGULAR HOURLY RATE at $ 282 /hr.

B10) EACH ADDITIONAL QUARTER HOUR at$ 70.50 / ¼ hr.

RESPONSE TIME 4 HRS

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Rigging Costs:

In the event that a subcontractor is needed to perform work, prior approval must be granted by the County, which under normal conditions should include two (2) competitive quotes before work can be assigned. In the event extenuating circumstances a second (2nd) quote may not be required. Minimum charge, regular hourly rate and per diem charges will be based on prevailing subcontractor rates plus will be billed at the prevailing rate no mark-up will be allowed

Replacement of Radio Accessories (Including but not limited to leather radio holsters, leather radio belt loops, radio case T-Straps, radio antennas etc):

Percentage discount from mfg. list price __25 _____ %

Where there is no list price, will be billed at cost no mark-up will be allowed

Replacement of Infrastructure Batteries:

Prorated discount from mfg. List price based on installation date

Microwave __25__%

UPS __25__%

Generator _____ 25_%

Claims:

Contractors are hereby advised that to insure and facilitate payment, the following information must accompany the Contractor's claim

Time sheets signed by authorized County personnel. Time sheets shall show travel time, if any, time of arrival, time of departure and hours worked. *N/A—**Motorola's prices are based on list price less any applicable discounts. Support for prices, including timesheets and Manufacturing costs will not be provided

Detail of parts used:

If parts used are regularly carried in stock and manufacturer's price list are used to price repair invoices, the Contractor should furnish a copy of the price list to the Department of Purchasing.

If parts are purchased to complete the repair, photocopies of the invoices must be furnished with the claim.

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

BIDDER SIGN HERE _____ BIDDER

Vice President Northeast Region
TITLE

For removals and installations of Mobile Radios/In-Vehicle Computers/In-Vehicle Chargers/VRM's in vehicles the following information must be on all work tickets in order to process for payment:

1 Vehicle number
2 Fleet Service Bureau number of vehicle worked on
3 date work was completed
4 Type of work (Install and/or Removal)
5 Description of item(s) installed/removed (In-Vehicle Computer, In-Vehicle Charger, Mobile etc)
6 Serial number(s) of item(s) installed/removed (need a serial number for each of the items if more than one.
7 If parts are supplied they are always under service agreement unless clearly marked as physical damage replacement. If they are physical damage replacement work ticket must clearly have marked authorization from a designated Communications Bureau personnel.
8 Name of technician completing work
9 Every work ticket must have the signature and printed last name of the police officer or police department member that is picking up the vehicle upon completion of the work

County Claims Forms shall be submitted monthly in arrears directly to the using agencies supported by vouchers signed by County personnel attesting to the satisfactory completion of the required services as heretofore specified.

Invoices for Plan "B" work must be submitted directly to the using agency within 90 days of completion of work with appropriate backup paperwork and completed County Claim Form.

Agency Contact:

Elizabeth Bella
Phone 516-573-8600
e-mail EBella@PDCN.ORG
OR
Thomas Schroh
Phone 516-573-8667
e-mail TSchroh@PDCN.ORG

Additional services, parts, equipment, locations can be added to this contract with written quote and amendment.

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

BIDDER SIGN HERE _____ BIDDER

Vice President Northeast Region
TITLE

ATTACHMENTS

Laura Curran
COUNTY EXECUTIVE

OFFICE OF PURCHASING
1 West Street
Mineola, NY 11501
(516) 571-7720
Fax (516) 571-4263

AMENDMENT NO. 1

FORMAL SEALED BID NO 28760-02079-003

FOR: Radio System Maintenance and Repair

ISSUED: January 17, 2019
OPENING: February 07, 2019

TO ALL BIDDERS:

1) This Formal Sealed Bid has been postponed until February 21, 2019 @11:00 AM E.S.T

2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.

3) A copy of this Amendment must be signed by the Bidder and attached to his bid.

OFFICE OF PURCHASING

Vaughn Banks Jr.
Deputy Commissioner of Shared Services

David R. White, Jr.
Vice President
Northeast Region

Laura Curran
COUNTY EXECUTIVE

OFFICE OF PURCHASING
1 West Street
Mineola, NY 11501
(516) 571-7720
Fax (516) 571-4263

AMENDMENT NO. 2

FORMAL SEALED BID NO 28760-02079-003

FOR: Radio System Maintenance and Repair

ISSUED: **January 17, 2019**
OPENING: **February 07, 2019**

TO ALL BIDDERS:

1) This Formal Sealed Bid has been postponed until March 14, 2019 @11:00 AM E.D.S.T

2) Add to specifications the attached Living Wage Clause.

3) All other terms and conditions of the Formal Sealed Bid to remain unchanged.

4) A copy of this Amendment must be signed by the Bidder and attached to his bid.

OFFICE OF PURCHASING

Vaughn Banks Jr.
Deputy Commissioner of Shared Services

David.R. White, Jr.
Vice President
Northeast Region

Laura Curran
COUNTY EXECUTIVE

OFFICE OF PURCHASING
1 West Street
Mineola, NY 11501
(516) 571-7720
Fax (516) 571-4263

AMENDMENT NO. 3

FORMAL SEALED BID NO. 28760-02079-003

FOR: Radio System Maintenance and Repair

ISSUED: **January 17, 2019**
OPENING: **February 07, 2019**

TO ALL BIDDERS:

1) The following vendor questions and answers are hereby added to this formal sealed bid:

Please see attached

2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.

3) A copy of this Amendment must be signed by the Bidder and attached to his bid.

OFFICE OF PURCHASING

Vaughn Banks Jr.
Deputy Commissioner of Shared Services

David R. White, Jr.
Vice President
Northeast Region

"Pursuant to the second to the last paragraph on Page 42, of the Formal Sealed Bid Proposal 28760-02079-003 which states, "Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s).", Motorola's exceptions and/or clarifications to the bid are as follows:

-Page 1
"In executing this bid, the bidder warrants that the prices submitted herein are not higher than those offered to any governmental or commercial consumer for like deliveries. The prices herein should not include any federal excise taxes or sales taxes imposed by any state or municipal government. Such taxes, if included, must be deducted by the bidder when submitting bid. Bidders are requested to also read the terms and conditions."

Exception. Motorola Solutions builds and services communication systems that do not fit within a standard conventional pricing framework. Due to the unique pricing specifications for services, Motorola cannot guarantee that the pricing offered in this proposal is no higher or lower than prices offered to other customers.

-Page 2
Section 22 Guarantees By Bidder
Comply with Clarification. This project will not include the provision of any intellectual property and in no event will Motorola indemnify customer for any un-copyrighted compositions, secret processes or any unpatented invention, article or appliance. Motorola will indemnify the customer for patent or copyright infringement only under the following provisions and requests that they be substituted in this section of the contract:

Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

This Section provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section are subject to and limited

by the restrictions set forth in the Limitation of Liability section proposed by Motorola.

Section 22 e. Insurance
Comply with Clarification. Motorola Solutions, Inc. requests that this section be modified as follows: To carry proper insurance in the reasonable opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

Section 22 f.
Comply with Clarification. Please see response below to "Indemnification" on page 11 of the Formal Sealed Bid Proposal.

-Page 3
Disclosure Statement
10K Form Required for publically traded corporation. See attached document, "Form 10K and Executive Officers of the Registrant". The link to the 10k is below.
https://www.sec.gov/Archives/edgar/data/68505/000006850519000006/msi201810-k.htm

-Page 4,
Qualification Statement, Question 5:
Comply with Clarification. Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company with billions of dollars in annual sales. Considering this sales volume, instances may occur in the ordinary course of business where disputes with customers, including governmental agencies, are raised concerning contract performance. After due inquiry, to its best knowledge and belief, Motorola is not aware of having failed to complete any work that had been awarded to us.

-Page 11
Indemnification
Comply with Clarification. Motorola requests that this section be modified as follows;
Contractor (Motorola) will indemnify and hold harmless County and its agents, officers, and employees, from and against any and all losses, costs, expenses (including reasonable attorney's fees and disbursements), damages, and liabilities for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents while performing their duties under this Agreement, provided however, that Contractor shall not be responsible for that portion, if any of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential indirect or special damages.
Contractor shall, at County's demand, upon prompt written notice by County, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under the Agreement. This Section sets forth the full extent of Motorola's general indemnification of the County from liabilities that are in any way related to Motorola's performance under this Agreement.

-Page 22
Business History Form, Questions 13 through 16 -0
Question 13
To the best of its information and belief, Motorola Solutions, Inc. ("Motorola") and its subsidiaries are not currently the subject of a criminal indictment or of a criminal proceeding in any court. Motorola is a Fortune 500 company with billions of dollars in annual sales globally, employing approximately 16,000 workers worldwide and having tens of thousands of shareholders. As is normal for such companies, Motorola and its subsidiaries have been a party to many civil lawsuits over the last five (5) years. These suits have made many different legal and factual claims and have put forward many alleged legal theories seeking damages or other legal relief against Motorola. Motorola does not maintain a detailed history of such cases or their outcomes, nor does it maintain a listing of all allegations made

therein, and therefore cannot provide the same. As a publicly traded company, however, Motorola files an annual report Form 10-K with the SEC and describes therein certain litigation that is material for disclosure under SEC rules. Please see Item 3, Legal Proceedings of the SEC filings: http://investors.motorolasolutions.com/Docs

Question 14 (a)-(e)
No, to the best of Motorola Solutions' knowledge and belief.

Question 15
No, to the best of Motorola Solutions' information and belief.

Question 16
No. Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company with billions of dollars in annual global sales. Motorola certifies it has filed all required tax returns and has paid applicable federal, state, and local taxes or other assessed charges in Nassau County and the State of New York. However, with customers expanding in numerous jurisdictions both nationally and internationally, Motorola is not prepared to make such certification beyond Nassau County and the State of New York at this time.

-Page 33
Payment. Motorola clarifies that all services invoices will be submitted monthly in advance of the service period. Invoices shall be electronically submitted via email each month.

Payment in Detail.
Comply with clarification. Invoices will agree back in detail provided on the customer purchase order. Since this is a fixed price contract, hours and hourly rates will not be provided.

-Page 34
Warranty
Warranty period on Service Contract for parts and labor is 90 days or pursuant to Motorola's warranty statements included in its manual end-user guides.

New York State Prices.
Comply with Clarification. Motorola Solutions represents and warrants that replacement parts quoted under "PLAN B" are not higher than the price per unit quoted to New York State for like quantities.

Reduction in Prices.
Comply with Clarification. Motorola Solutions agrees the county shall , immediately upon effect, receive the benefit of any price reductions, for like items or services, listed on the Motorola Solutions, INC. New York State OGS contract.

-Page 35
Comprehensive and General Liability and Hold Harmless
Comply with clarification. See clarification to general Indemnification, page 11 above.

Insurance and Workers Compensation Requirement.
Comply with Clarification. Motorola Solutions, Inc. requests that this section be modified as follows:
The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of ~~Comprehensive and~~Commercial General Liability Insurance naming the Contractor as an insured, and ~~naming~~ including the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single ~~minimum~~ limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence and aggregate at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.
Bidder shall list below the Insurance Company(s) holding the following documents:

~~A)~~ Certificate of Insurance ~~name~~ including the County of Nassau as ~~co-insured~~additional insure after contract execution:

~~B) Or~~

~~Certificate of Insurance with indemnification agreement (hold harmless clause):~~

Nassau County Must be ~~named~~ included as an additional insured with respect to the general liability policy

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of ~~Comprehensive and~~Commercial General Liability Insurance naming the Contractor as an insured, and ~~naming~~ including the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined ~~minimum~~ single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence and aggregate at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

~~**PRODUCT LIABILITY INSURANCE:** The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars ($1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage.~~

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General Conditions

Comply with Clarification. Motorola requests that this section be modified to state that the parties mutually agree that the contract will be performed in accordance with the general provisions, specifications, terms and conditions as negotiated and finally agreed to by the parties.

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Parts.

Comply with Clarification. Motorola prices are based on list price less any applicable discounts. Support for prices, including time sheets and manufacturing costs, will not be provided.

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Non Performance

Comply with Clarification. See attached Service Terms and Conditions.

Disclaimer

Comply with Clarification. Motorola requests that any blanket purchase order that may be issued as a result of the bid contain those terms and conditions as negotiated and finally agreed to by the parties.

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Access Clause

Comply with Clarification. Motorola acknowledges that the County has the right to inspect certain Motorola books and records for the purpose of verifying performance in accordance with the terms of the contract. Customer's inspection is limited to the verification of shipment or service to invoices and receipts. After Customer provides thirty days' written notice, Customer may send a representative to a Motorola facility during normal business hours to conduct such limited reviews or at Customer's request Motorola will provide copies of specific documents to Customer's location for its review. Motorola books and records provided to Customer pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written

permission of Motorola. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Motorola.

Termination Prerogative

Comply with Clarification. Motorola clarifies if the contract is terminated for any reason other than Motorola's default, the customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

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Comply with Clarification. Motorola understands that it may take exceptions or clarifications to the bid based on the statement on page 42. "Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and exception(s). In any event, the decision of the Director will be final." As such, Motorola understands that any final terms and conditions will be those as negotiated and agreed to by the Parties and take precedence over this bid.

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New York Labor Law – Prevailing Wage

Comply with clarification – To the best of Motorola's understanding of Customer's requirements, Motorola Solutions, Inc. ("Motorola") will have no employees performing work under the Contract in the labor categories described in the Prevailing Wage Schedule. Therefore, the Prevailing Wage Schedule is not applicable to Motorola's performance under the Contact. The requirement for payment of prevailing wages, including the Prevailing Wage Schedule will be flowed down, to the extent applicable, to Motorola subcontractors.

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Record Retention

Comply with Clarification. Motorola acknowledges that the County has the right to inspect certain Motorola books and records for the purpose of verifying performance in accordance with the terms of the contract. Customer's inspection is limited to the verification of shipment or service to invoices and receipts. After Customer provides thirty days' written notice, Customer may send a representative to a Motorola facility during normal business hours to conduct such limited reviews or at Customer's request Motorola will provide copies of specific documents to Customer's location for its review. Motorola books and records provided to Customer pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Motorola. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Motorola.

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Section 7. Motorola clarifies that any modification to the financial terms of the contract will be in writing and mutually agreed to by both parties.

-Page 53-61

Motorola Solutions technical clarifications

Sections I,II,III,IV,V, VI

"VRM" Series equipment has reached end of life. "VRM" Series will be replaced with "USB HUB" with no changes to any costs.

Section III PLAN "A" Repair Response

Motorola Solutions will provide "commercially reasonable efforts" to cover additional P25 manufactured mobile radio equipment. Since these units are yet to be defined, Motorola Solutions will use our Plan "B" price schedule contained in our response.

Section II PLAN "A" Preventative Maintenance

Service Records #4. Motorola clarifies that upon Customer's written request, Motorola will provide current system performances reports, but not more than quarterly unless as otherwise mutually agreed in writing.

Section III Plan "A" Service, maintenance, replacement and repairs must be provided for the following items:

III. Motorola clarifies that generator maintenance will not include fuel mitigation, replacement or housing replacement. Motorola will provide a lifecycle replacement plan, detailing the replacement costs, that will include all site generators and HVAC equipment.

Service Terms and Conditions

Motorola Solutions, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola **will** provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer **will** provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer **will** provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; **if** these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify

this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Customer ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source

Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as itmay reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer isdiscontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the

Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's

FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement **will** continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Motorola Solutions, Inc.
123 Tice Boulevard
Suite 202
Woodcliff Lake, NJ 07677

Telephone: +1 201 949 5500

SCOPE OF WORK
PD SUPPORT COORDINATION RESPONSIBILITIES

The following is a list of responsibilities to be performed by the PD Coordinator for the purpose of supporting the Nassau County Police Department CB Radio Office.

These responsibilities include:

- Working hours will be eight hours per day, Monday through Friday
- Monitor open Motorola cases
- Monitor progress of project punch list
- Monitor radio system status through UEM and Zone Watch
- Assist System Manager to provide site access to outside contractors, coordinate their work to be performed and confirm work completed.
- Attend meetings with outside contractors when required.
- Perform visual site inspections, verify lighting is functioning, site is clear and accessible, alert System Manager if attention is required.
- Oversee maintenance of generators. For starting purposes, inspect radio site generators, A/C and grounds for operational and physical conditions. For example: shelter environmental conditions and fuel/oil levels in the generator.
- Ensure monthly generator load tests are accomplished and documented, report deficiencies to the System Manager,
- Receive, handle, store and retrieve equipment shipments to Radio Office as an agent of the NCPD.
- Verify radio programming and alignment.
- Maintain subscriber database.
- Assist Radio Office and System Manager in inventory tracking.
- Report any issues to CB Radio Office and System Manager.

EX-21 3 msiex212018.htm EXHIBIT 21

MOTOROLA SOLUTIONS, INC.
LISTING OF MAJOR SUBSIDIARIES
12/31/2018

EXHIBIT 21

Motorola Solutions Credit Company LLC	Delaware, U.S.
Motorola Solutions Funding Corporation	Delaware, U.S.
Network Ventures I, Inc.	Delaware, U.S.
Vesta Solutions Inc.	California, U.S.
Kodiak Networks, Inc.	Texas, U.S.
Twisted Pair Solutions Inc.	Washington, U.S.
Motorola Solutions Australia Pte. Ltd.	Australia
Avigilon Corporation	Canada
Motorola Solutions Canada Inc.	Canada
Interexport Telecommunications and Services SA	Chile
Quorum II S.A.	Chile
Motorola Solutions (China) Co. Ltd.	China
Motorola Solutions (China) Investment Co. Ltd.	China
Airwave Solutions Limited	England
Guardian Digital Communications Limited	England
Motorola Solutions International Holding Limited	England
Motorola Solutions UK Acquisition Company Limited	England
Motorola Solutions UK Limited	England
Motorola Solutions UK One LP	England
Motorola Solutions UK Two LP	England
Motorola Solutions Germany GmbH	Germany
Motorola Solutions Israel Limited	Israel
Motorola Solutions Malaysia Sdn Bhd	Malaysia

SUPPLIER DIVERSITY PROGRAM

The Motorola Solutions, Inc. (MSI) Supplier Diversity Program strives to match the diversity of our supply base to our customers and consumers and effectively support diversity community outreach organizations. MSI has centralized its supplier diversity program to maximize and leverage the use of diverse suppliers within its supply chain. The Supplier Diversity program is embedded in our Procurement organization, under the Chief Procurement.

The charter of MSI's Supplier Diversity Program is to assist diverse suppliers who are pursuing business with MSI. The Supplier Diversity lead helps diverse and small businesses understand how to do business with MSI, and what is expected of suppliers to MSI. Via outreach efforts with various national and local diversity organizations, MSI's Supplier Diversity program provides a communication link to our opportunities.

Success is measured annually based on company-wide spend goals and specific customer contractual requirements. MSI's participation goals on supplier diversity include:

- As a prime contractor, MSI is committed to achieving the goals of the Federal Government Small Business Subcontracting Program.
- MSI makes commitments to its customers who require diverse supplier participation to achieve their required spend targets.
- MSI has internal goals with management accountability to achieve a target percentage of diversity supplier procurement.

Motorola Solutions Head of Supplier Diversity is responsible for developing, leading and providing assistance for activities related to the identification and utilization of diverse suppliers, disseminating information on available business opportunities, and ensuring that such businesses are provided an equal opportunity to bid on goods or services purchased or contracted.

MSI is a proud partner of the following organizations who support and further develop diverse suppliers:

- Technology Industry Group (TIG) – Board Members
- Women's Business Enterprise National Council (WBENC) – Board Members
- National Minority Supplier Development Council (NMSDC)
- Minority Supplier Development China – Founding Corporate Partner
- United Hispanic Chamber of Commerce (USHCC)
- National Gay and Lesbian Chamber of Commerce – Founding Corporate Partner (NGLCC)
- National Veteran Business Development Council (NVBDC)
- Small Business Administration (SBA)
- Chicago Minority Supplier Development Council (CMSDC)
- Disability:In

MSI SUPPLIER DIVERSITY POLICY

It is the policy of MSI to purchase goods and services necessary for the effective operation of our business from certified diverse suppliers to the fullest extent possible consistent with the merits of the suppliers' offerings. MSI will not discriminate in its procurement practices on grounds of race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, gender identity or expression, marital status, pregnancy, political affiliation, or disability. MSI will put forth its best efforts to source and utilize qualified diversity-owned business enterprises for subcontracting opportunities.

The program requires all individuals making purchasing/sub-contracting decisions and the Supplier Diversity team to make every effort to achieve the objectives of the program.

Supplier Diversity** is a **Competitive Advantage**, and we strive to strategically build an innovative and diverse supplier base that enables us to fulfill our commitment and purpose **"to help people be their best in the moments that matter."

Contact:
Rosa Botello
Head of Supplier Diversity
Rosa.Botello@motorolasolutions.com
Supplier.Diversity@motorolasolutions.com

Motorola Solutions, Inc., radio system maintenance and repair, sealed bid solicitation # 28760-02079-003

Attached are the negotiated terms and conditions between the County and Motorola Solutions, Inc., finalized on September 11, 2019, which supersedes the exceptions/clarifications noted in Motorola Solutions, Inc.'s original bid proposal.

"Pursuant to the second to the last paragraph on Page 42, of the Formal Sealed Bid Proposal 28760-02079-003 which states, "Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s).", Motorola's exceptions and/or clarifications to the bid are as follows:

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"In executing this bid, the bidder warrants that the prices submitted herein are not higher than those offered to any governmental or commercial consumer for like deliveries. The prices herein should not include any federal excise taxes or sales taxes imposed by any state or municipal government. Such taxes, if included, must be deducted by the bidder when submitting bid. Bidders are requested to also read the terms and conditions."

Exception. Motorola Solutions builds and services communication systems that do not fit within a standard conventional pricing framework. Due to the unique pricing specifications for services, Motorola cannot guarantee that the pricing offered in this proposal is no higher or lower than prices offered to other customers.

-Page 2
Section 22 Guarantees By Bidder
Comply with Clarification. This project will not include the provision of any intellectual property and in no event will Motorola indemnify customer for any un-copyrighted compositions, secret processes or any unpatented invention, article or appliance. Motorola will indemnify the customer for patent or copyright infringement only under the following provisions and requests that they be substituted in this section of the contract:

Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

This Section provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section are subject to and limited

by the restrictions set forth in the Limitation of Liability section proposed by Motorola.

Section 22 e. Insurance
Comply with Clarification. Motorola Solutions, Inc. requests that this section be modified as follows: To carry proper insurance in the reasonable opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

Section 22 f.
Comply with Clarification. Please see response below to "Indemnification" on page 11 of the Formal Sealed Bid Proposal.

-Page 3
Disclosure Statement
10K Form Required for publically traded corporation. See attached document, "Form 10K and Executive Officers of the Registrant". The link to the 10k is below.
https://www.sec.gov/Archives/edgar/data/68505/000006850519000006/msi201810-k.htm

-Page 4,
Qualification Statement, Question 5:
Comply with Clarification. Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company with billions of dollars in annual sales. Considering this sales volume, instances may occur in the ordinary course of business where disputes with customers, including governmental agencies, are raised concerning contract performance. After due inquiry, to its best knowledge and belief, Motorola is not aware of having failed to complete any work that had been awarded to us.

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Indemnification
Comply with Clarification. Motorola requests that this section be modified as follows;
Contractor (Motorola) will indemnify and hold harmless County and its agents, officers, and employees, from and against any and all losses, costs, expenses (including reasonable attorney's fees and disbursements), damages, and liabilities for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents while performing their duties under this Agreement, provided however, that Contractor shall not be responsible for that portion, if any of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential indirect or special damages.
Contractor shall, at County's demand, upon prompt written notice by County, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.
Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under the Agreement. This Section sets forth the full extent of Motorola's general indemnification of the County from liabilities that are in any way related to Motorola's performance under this Agreement.

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Business History Form, Questions 13 through 16 -0
Question 13
To the best of its information and belief, Motorola Solutions, Inc. ("Motorola") and its subsidiaries are not currently the subject of a criminal indictment or of a criminal proceeding in any court. Motorola is a Fortune 500 company with billions of dollars in annual sales globally, employing approximately 16,000 workers worldwide and having tens of thousands of shareholders. As is normal for such companies, Motorola and its subsidiaries have been a party to many civil lawsuits over the last five (5) years. These suits have made many different legal and factual claims and have put forward many alleged legal theories seeking damages or other legal relief against Motorola. Motorola does not maintain a detailed history of such cases or their outcomes, nor does it maintain a listing of all allegations made

therein, and therefore cannot provide the same. As a publicly traded company, however, Motorola files an annual report Form 10-K with the SEC and describes therein certain litigation that is material for disclosure under SEC rules. Please see Item 3, Legal Proceedings of the SEC filings: http://investors.motorolasolutions.com/Docs

Question 14 (a)-(e)
No, to the best of Motorola Solutions' knowledge and belief.

Question 15
No, to the best of Motorola Solutions' information and belief.

Question 16
No. Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company with billions of dollars in annual global sales. Motorola certifies it has filed all required tax returns and has paid applicable federal, state, and local taxes or other assessed charges in Nassau County and the State of New York. However, with customers expanding in numerous jurisdictions both nationally and internationally, Motorola is not prepared to make such certification beyond Nassau County and the State of New York at this time.

-Page 33
Payment. Motorola clarifies that all services invoices will be submitted monthly in advance of the service period. Invoices shall be electronically submitted via email each month.

Payment in Detail.
Comply with clarification. Invoices will agree back in detail provided on the customer purchase order. Since this is a fixed price contract, hours and hourly rates will not be provided.

-Page 34
Warranty
Warranty period on Service Contract for parts and labor is 90 days or pursuant to Motorola's warranty statements included in its manual end-user guides.

New York State Prices.
Comply with Clarification. Motorola Solutions represents and warrants that replacement parts quoted under "PLAN B" are not higher than the price per unit quoted to New York State for like quantities.

Reduction in Prices.
Comply with Clarification. Motorola Solutions agrees the county shall , immediately upon effect, receive the benefit of any price reductions, for like items or services, listed on the Motorola Solutions, INC. New York State OGS contract.

-Page 35
Comprehensive and General Liability and Hold Harmless
Comply with clarification. See clarification to general Indemnification, page 11 above.

Insurance and Workers Compensation Requirement.
Comply with Clarification. Motorola Solutions, Inc. requests that this section be modified as follows:
The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Commercial General Liability Insurance naming the Contractor as an insured, and including the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence and aggregate at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.
Bidder shall list below the Insurance Company(s) holding the following documents:

Certificate of Insurance including the County of Nassau as additional insure after contract execution:

Nassau County Must be included as an additional insured with respect to the general liability policy

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Commercial General Liability Insurance naming the Contractor as an insured, and including the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence and aggregate at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

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General Conditions

Comply with Clarification. Motorola requests that this section be modified to state that the parties mutually agree that the contract will be performed in accordance with the general provisions, specifications, terms and conditions as negotiated and finally agreed to by the parties.

-Page 37

Parts.

Comply with Clarification. Motorola prices are based on list price less any applicable discounts. Support for prices, including time sheets and manufacturing costs, will not be provided.

-Page 38

Non Performance

Comply with Clarification. See attached Service Terms and Conditions.

Disclaimer

Comply with Clarification. Motorola requests that any blanket purchase order that may be issued as a result of the bid contain those terms and conditions as negotiated and finally agreed to by the parties.

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Access Clause

Comply with Clarification. Motorola acknowledges that the County has the right to inspect certain Motorola books and records directly pertinent to this contract ("Records") for the purpose of verifying performance in accordance with the terms of the contract. . After Customer provides fifteen (15) business days' written notice, Customer may send a representative to a Motorola facility during normal business hours to conduct such limited reviews or at Customer's request Motorola will provide copies of specific Records to Customer's location for its review. Motorola Records provided to Customer pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Motorola. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Motorola.

Termination Prerogative

Comply with Clarification. Motorola clarifies if the contract is terminated for any reason other than Motorola's default, the customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

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Comply with Clarification. Motorola understands that it may take exceptions or clarifications to the bid based on the statement on page 42. "Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and exception(s). In any event, the decision of the Director will be final." As such, Motorola understands that any final terms and conditions will be those as negotiated and agreed to by the Parties and take precedence over this bid.

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New York Labor Law – Prevailing Wage

Comply with clarification – To the best of Motorola's understanding of Customer's requirements, Motorola Solutions, Inc. ("Motorola") will have no employees performing work under the Contract in the labor categories described in the Prevailing Wage Schedule. Therefore, the Prevailing Wage Schedule is not applicable to Motorola's performance under the Contact. The requirement for payment of prevailing wages, including the Prevailing Wage Schedule will be flowed down, to the extent applicable, to Motorola subcontractors.

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Record Retention

Comply with Clarification. Motorola acknowledges that the County has the right to inspect certain Records (defined above) for the purpose of verifying performance in accordance with the terms of the contract. After Customer provides fifteen (15) business days' prior written notice, Customer may send a representative to a Motorola facility during normal business hours to conduct such limited reviews or at Customer's request Motorola will provide copies of specific Records to Customer's location for its review. Motorola Records provided to Customer pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Motorola. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Motorola.

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Section 7. Motorola clarifies that any modification to the financial terms of the contract will be in writing and mutually agreed to by both parties.

-Page 53-61

Motorola Solutions technical clarifications

Sections I,II,III,IV,V, VI

"VRM" Series equipment has reached end of life. "VRM" Series will be replaced with "USB HUB" with no changes to any costs.

Section III PLAN "A" Repair Response

Motorola Solutions will provide "commercially reasonable efforts" to cover additional P25 manufactured mobile radio equipment. Since these units are yet to be defined, Motorola Solutions will use our Plan "B" price schedule contained in our response.

Section II PLAN "A" Preventative Maintenance

Service Records #4. Motorola clarifies that upon Customer's written request, Motorola will provide current system performances reports, but not more than quarterly unless as otherwise mutually agreed in writing.

Section III Plan "A" Service, maintenance, replacement and repairs must be provided for the following items:

III. Motorola clarifies that generator maintenance will not include fuel mitigation, replacement or housing replacement. Motorola will provide a lifecycle replacement plan, detailing the replacement costs, that will include all site generators and HVAC equipment.

Service Terms and Conditions

Motorola Solutions, Inc. ("Motorola" or "Contractor") and the customer named in this Agreement ("Customer" or "County") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means the County's Formal Sealed Bid Proposal Bid Number 28760-02079-003 dated January 17, 2019 ("Bid"), Motorola's Bid response dated March 14, 2019, including its Bid Clarifications with a final version date of 9-6-2019 "Motorola's Response"), and these negotiated Service Terms and Conditions; the cover page for the Service Agreement; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities or inconsistencies, the order of priority shall be from highest to lowest: (1) these negotiated Service Terms and Conditions, (2) Motorola's Response, (3) the County's Bid, (4) cover page, and (5) other attachments, if any.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those post warranty maintenance, support, repair, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in the cover page to this ServiceAgreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer **will** provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; **if** these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed and accepted by Customer ("Service Warranty Period"). If the Customer does not deliver

notice of rejection of Services within the Service Warranty Period, then the Services shall be deemed automatically accepted. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re- perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non- conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death or direct damage to tangible property or the Indemnification Relating Infringment clause set forth in Section 22 of the Bid Clarifications document with a final version date of 9-6-2019, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service but in no case exceed (i) an amount equal to two (2) times the charges specified in the County's Purchase Order, or (ii) five hundred thousand dollars ($500,000), whichever is greater. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.1.1 Any Customer created reports, documents, data, deliverables and/or other materials marked confidential or proprietary provided by Customer to Motorola under this Agreement ("Customer Works') will be the property of the Customer, will be kept confidential, and will be promptly returned at Customer's request. Motorola will not disclose, without Customer's written permission or as required by law, Customer Works or use Customer Works for any purpose other than performing its obligations under this Agreement. The obligation set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work with the County's written consent, of which such consent shall not be unreasonably withheld, but subcontracting will not relieve Motorola of its duties under this Agreement. To the extent the County's consent is delayed, the County acknowledges that Motorola's performance may be delayed and Motorola will not be responsible for any costs, expenses or damages arising from or associated with said delay.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Any Motorola assignment pursuant to this subsection 17.6 shall be to a responsible entity with capability to provide at a minimum same quality of products and/or services as Motorola under this Agreement. Motorola acknowledges any assignment under this Agreement is subject to GML Section 109(A).

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Customer ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" **(i)** means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source

Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as itmay reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the

Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's

FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use byLicensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement **will** continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

OFFICE OF PURCHASING PP 2/21/2019
SUMMARY OF BIDS PP 3/14/2019
OPENED: FEB 7, 2019 AT 11 A.M.
BID NO: 28760-02079-003
REQ. NO: N/A
TITLE: RADIO SYSTEM MAINT & REPAIR

				MOTOROLA SOLUTIONS, INC.											DETAILS OF AWARD	
ITEM #	ARTICLE	QTY	UNIT	1	2	3	4	5	6	7	8	9	10	11	TO NO.	AMOUNT
PLAN A	COST PER MONTH FOR 12 MONTHS		$	208,233.08												
	TOTAL COST PER YEAR		$	2498797.00												
1 I	XTS1500 PORTABLE BATTERY		EA	SEE BELOW												
1 II	XTS2500 PORTABLE BATTERY		EA	SEE BELOW												
III	XTS500 PORTABLE BATTERY		EA	SEE BELOW												
IV	APX7000 PORTABLE BATTERY		EA	SEE BELOW												
PLAN B1 1	STRIP DASH MOUNT		$	94.75												
2	INSTALLATION DASH MOUNT		$	194.95												
3	STRIP IN-VEH COMPUTER		$	66.95												
4	INSTALLATION IN-VEH COMPUTER		$	239.50												
5	STRIP REMOTE MOUNT		$	116.90												
6	INSTALLATION REMOTE MOUNT		$	278.60												
7	STRIP IN-VEH CHARGER		$	94.75												
8	INSTALLATION IN-VEH CHARGER		$	194.95												
9	STRIP VRM		$	94.75												
10	INSTALLATION VRM		$	194.95												
11	STRIP DOCKING STATION		$	66.95												
12	INSTALLATION DOCKING STATION		$	239.50												
13	STRIP & INSTALL. MOBLIE SUBSCIBERS		$	72.35												
14	STRIP & INSTALL. PRINTER W/ARMREST		$	72.35												
15	STRIP & INSTALL. MOBLIE CHARGERS		$	72.35												
16	STRIP BUNDLE		$	210.65												
17	INSTALLATION BUNDLE		$	456.30												
18	STRIP DISGUISED		$	72.35												
19	INSTALLATION DISGUISED		$	194.95												
20	STRIP GLASS MOUNT		$	66.95												
21	INSTALLATION GLASS MOUNT		$	116.90												
22	ENGRAVING		$	22.65												
23	PROGRAMMING		$	31.95												
PLAN B B1	MINIMUM CHARGE		$	NB												
B2 1	REGULAR HOURLY RATE		$	188.00												

OFFICE OF PURCHASING PP 2/21/2019
SUMMARY OF BIDS PP 3/14/2019
OPENED: FEB 7, 2019 AT 11 A.M.
BID NO: 28760-02079-003
REQ. NO: N/A
TITLE: RADIO SYSTEM MAINT & REPAIR

ITEM #	ARTICLE	QTY	UNIT	MOTOROLA SOLUTIONS, INC. 1	2	3	4	5	6	7	8	9	10	11	DETAILS OF AWARD TO NO.	AMOUNT
B3	EACH ADDITIONAL QUARTER HOUR		$	47.00												
B4	TRAVEL TIME		$	0.00												
B5	MILEAGE		$	0.00												
B6	MLP LESS		%	25%												
B7	COST PLUS %		%	25%												
B8	MINIMUM CHARGE		$	1 HR												
B9	REGULAR HOURLY RATE		$	282.00												
B10	EACH ADDITIONAL QUARTER HOUR		$	70.50												
	PERCENTAGE DISCOUNT FROM MFG LIST	PARTS	%	25%												
	MICROWAVE	REPL	%	25%												
	UPS	REPL	%	25%												
	GENERATOR	REPL	%	25%												
PRPARED BY			TERMS	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET		

Claudia Colasurdo hereby certifies that the bids listed above were opened at the time and place specified therein and that the above is a correct transcription from all original bids received.

Date 3/14/19 Claudia Colasurdo

PUBLIC BID OFFICER

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 10/10/2019

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

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

Holder Identifier :

PRODUCER	CONTACT NAME:	
Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Motorola Solutions, Inc. Attn: Karen Napier 500 West Monroe Chicago IL 60661 USA	INSURER A: Liberty Mutual Fire Ins Co	23035
	INSURER B: Liberty Insurance Corporation	42404
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570078796634 **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	Y		TB2641005169079	07/01/2019	07/01/2020	EACH OCCURRENCE	$3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$250,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$3,000,000
							GENERAL AGGREGATE	$3,000,000
							PRODUCTS - COMP/OP AGG	$3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			AS2-641-005169-019	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA764D005169089 All Other States	07/01/2019	07/01/2020	X PER STATUTE / OTH-ER	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC7641005169099 WI	07/01/2019	07/01/2020	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)

RE: Bid #28760-02079-03 - Radio System Maintenance and Repair. Nassau County, New York is included as Additional Insured under the General Liability policy where required in writing and executed contract.

Certificate No : 570078796634

CERTIFICATE HOLDER

Nassau County, New York
One West Street, 1st Floor Entrance
Mineola NY 11501 USA

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

Aon Risk Services Central Inc.

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FORMAL BID RECOMMENDATION

BID NUMBER 28760-02079-003 OPEN March 14, 2019
TITLE: Radio System Maintenance and Repair
DATE: March 18, 2019
TO: **BUYER –Timothy Funaro** FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD. FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: March 18, 2019
To: Supervisor From: Buyer Timothy Funaro

List of recommended awards in accordance with the at attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

Timothy Funaro
Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 3/18/19

To: Buyer From: Director

☒ Approved for Award

☐ Hold award pending discussion

NO ☒ Subject to Legislature Approval

YES ☐ Subject to Legislature Approval

Director

	Bid Results
Items	**Bidder**
	Recommend an award be given to Motorola
	Solutions Inc. as the lowest responsible bidder
	meeting specifications and bid terms.

Bid Title: ***Comparison OF Bids***

Bid #'s

Recommended Vendor N/A
Requisition # N/A
Pre-Encumbrance: N/A
Buyer *Timothy Funaro*
Purchase Order #

% and $ amount of difference plus or minus over Pre-Encumbrance #VALUE! #VALUE!

Vendors

		Motorola solutions		Vendor # 2		Vendor # 3		Vendor # 4		Vendor # 5		
line	qty	unit price	extended	unit price	extended	unit price	extended	unit price	extended	unit price	extended	low bid
1	1	208233.08	208233.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	208233.08
2	1	2498797.00	2498797.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2498797.00
3	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	1	94.75	94.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	94.75
8	1	104.95	104.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	104.95
9	1	66.95	66.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	66.95
10	1	239.50	239.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	239.50
11	1	116.90	116.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	116.90
12	1	278.60	278.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	278.60
13	1	94.75	94.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	94.75
14	1	194.95	194.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	194.95
15	1	94.75	94.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	94.75
16	1	194.95	194.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	194.95
17	1	66.95	66.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	66.95
18	1	239.50	239.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	239.50
19	1	72.35	72.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72.35
20	1	72.35	72.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72.35
21	1	72.35	72.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72.35
22	1	210.65	210.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	210.65
23	1	456.30	456.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	456.30
24	1	72.35	72.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72.35
25	1	194.95	194.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	194.95
26	1	66.95	66.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	66.95
27	1	116.90	116.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	116.90
28	1	22.65	22.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22.65
29	1	31.95	31.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31.95
30	1	188.00	188.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	188.00
31	1	188.00	188.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	188.00
32	1	47.00	47.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	47.00
33	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
34	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
35	1	25.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	25.00
36	1	25.00	25.00	0.00	0.00	0.00	0.00	0	0.00			25.00
37	1	282.00	282.00									282.00
38	1	282.00	282.00									282.00
39	1	70.50	70.50									70.50
40	1	25.00	25.00									25.00
41	1	25.00	25.00									25.00
42	1	25.00	25.00									25.00
43	1	25.00	25.00									25.00
44												0.00
sum			2710680.33		0.00		0.00		0.00		0.00	
ship	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
			2710680.33	Total	0.00	Total	0.00	Total	0.00	Total	0.00	2710680.33
Delivery		1 Day										
Terms		Net 30										
F.O.B.		Dest.										
Vin		361115800										2710680.33
Tel No.		201-949-5503										
Verbal		David R. White Jr.										
Date		03/14/2019 e-mail										

Notes Formal Sealed Bid number 28760-02079-003 Title: Radio System Maintenance and Repair.

*** key 0= No bid**

B-7-20

NIFS ID: Department: Public Works

Capital: X

SERVICE: Requirements-Plumbing Construction-B90403-03P-B07-20

Contract ID #:B90403-03P NIFS Entry Date: Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	N

Vendor Info:	
Name: **Seaford Avenue Corp**	Vendor ID#: [redacted]
Address: 21 Brooklyn Avenue Massapequa, NY 11758	Contact Person: [redacted]
	Phone: [redacted]

Department:
Contact Name: Mike Puleo
Address: NCDPW 1194 Prospect Ave Westbury, NY 11590
Phone: 516-571-6917

RECEIVED
NASSAU COUNTY
2020 MAY -2 P 1:50
OFFICE OF LEGISLATIVE BUDGET REVIEW

Routing Slip

Department	**NIFS Entry: X**	**05-FEB-20 -- LDIONISIO**
Department	**NIFS Approval: X**	**05-FEB-20 -- RDALLEVA**
DPW	**Capital Fund Approved: X**	**05-FEB-20 -- RDALLEVA**
OMB	**NIFA Approval: X**	**14-FEB-20 -- CNOLAN**
OMB	**NIFS Approval: X**	**06-FEB-20 -- NGUMIENIAK**
County Atty.	**Insurance Verification: X**	**05-FEB-20 -- AAMATO**
County Atty.	**Approval to Form: X**	**05-FEB-20 -- NSARANDIS**
CPO	**Approval: X**	**24-FEB-20 -- KOHAGENCE**

DCEC	**Approval: X**	**24-FEB-20 -- JCHIARA**
Dep. CE	**Approval: X**	**24-FEB-20 -- BSCHNEIDER**
Leg. Affairs	**Approval/Review: X**	**02-MAR-20 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: Plumbing Construction Requirements Contractor will be "on call" to the County for Plumbing Construction related projects and in response to emergency situations at various County Facilities.
Method of Procurement: This contract was publicly bid in accordance with General Municipal Law 103. The bid was opened on May 21, 2019, with two firms submitting bids. The lowest bidder (Seaford Avenue Corp.) is deemed to be a local contractor.
Procurement History: Contract was competitively bid. Advertised in the NYS Contract Reporter 4/17/2019-5/21/2019, in Newsday 4/17/2019 and in eProcure 4/19/2019-5/21/2019.
Description of General Provisions: This is a single prime contract with a two (2) year duration, with the Department's option to extend the term of the Contract for an additional two (2) years, for a total Contract term of four (4) years, with payments based on time and material expended plus the Contractor's markup of 30% on labor and 10% on material.
Impact on Funding / Price Analysis: Funding for this contract will come from multiple sources. This is a two year contract with the Department's option to extend the term of the Contract for an additional two (2) year period for a total Contract term of four (4) years, and will include an annual cap of one million five hundred thousand dollars ($1,500,000.00) per year for a total estimated expenditure (including the period of any extension option that may be exercised by the Department) of $6,000,000.00.
Change in Contract from Prior Procurement: None
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES	
Fund:	PWCAP
Control:	**90**
Resp:	**403**
Object:	**00004**
Transaction:	**CH**
Project #:	**90403**
Detail:	**000**

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 100,000.00
Other	$ 0.00
TOTAL	**$ 100,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/90403/ 00004/000	$ 100,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 100,000.00

B07-20

RULES RESOLUTION NO. -2020

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 SEAFORD AVENUE CORP.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract B90403-03P, to provide for a BUILDING CONSTRUCTION REQUIREMENTS CONTRACT - PLUMBING CONSTRUCTION, VARIOUS LOCATIONS, NASSAU COUNTY ["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the Department is representing to the Rules Committee that the term of this requirements contract is two (2) years, with the Department's option to extend the term of the Contract for an additional two (2) year period for a total Contract term of four (4) years.

WHEREAS, the estimated expenditures under this Contract, including during the period of any extension options that may be exercised by the Department, is $ 6,000,000.00, at $ 1,500,000.00 per year.

WHEREAS, the firm of SEAFORD AVENUE CORP.

["Vendor"] has submitted the lowest responsible comparison bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the Commissioner of the Department is recommending to the Rules Committee that the contract be awarded to the vendor; now; therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Seaford Avenue Corp

2. Dollar amount requiring NIFA approval: $6000000

Amount to be encumbered: $100000

This is a New

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 2-year
Has work or services on this contract commenced? N ____

If yes, please explain:

4. Funding Source:

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

Is the cash available for the full amount of the contract?	N
If not, will it require a future borrowing?	Y
Has the County Legislature approved the borrowing?	Y
Has NIFA approved the borrowing for this contract?	N

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

Plumbing Construction Requirements Contractor will be ¿on call¿ to the County for Plumbing Construction related projects and in response to emergency situations at various County Facilities.

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 Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberation s.

CNOLAN 14-FEB-20

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 Cou nty Multi-Year Financial Plan.

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

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

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

Jack Schnirman
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: Seaford Avenue Corp.

CONTRACTOR ADDRESS: 21 Brooklyn Ave. Massapequa, NY 11758

FEDERAL TAX ID #: 02-0649257

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

I. ☑ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in Newsday [newspaper] on April 17, 2019 [date]. The sealed bids were publicly opened on May 21, 2019 [date]. two [#] 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.

Rosemary D'Alessandro

Department Head Signature

2/4/20

Date

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

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES		NO	X	If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
George Luksch [GLUKSCH@SACPLUMB.COM]

Dated: 11/22/2019 10:20:03 AM

Vendor: Seaford Avenue Corp

Title: President

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

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

None

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

None

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

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

YES [ ] NO [X] If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:
George Luksch [GLUKSCH@SACPLUMB.COM]

Dated: 11/22/2019 10:20:45 AM

Vendor: Seaford Avenue Corp

Title: President

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

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

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: George Luksch
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/Terr.: [redacted] Zip/Postal: [redacted] Country: [redacted]
   Business Address: 21 Brooklyn Avenue
   City: Massapequa State/Province/Terr.: NY Zip/Postal: 11758 Country: US
   Telephone: (516) 785-6581
   Other present address(es):
   City: State/Province/Terr.: Zip/Postal: Country: US
   Telephone:
   List of other addresses and telephone numbers attached

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

President	10/25/2002	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.

   George Luksch owns 49%
   Michael Scott owns 51%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
   YES [ ] NO [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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response

to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

Seaford Avenue Corp
Name of submitting business

Electronically signed and certified at the date and time indicated by:
George Luksch [GLUKSCH@SACPLUMB.COM]

President
Title

11/22/2019 10:37:18 AM
Date

George Luksch

2094 Jones Avenue

Wantagh NY 11793

Michael Scott

226 Bayview Avenue

Massapequa, NY 11758

PRINCIPAL QUESTIONNAIRE FORM

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

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Michael Scott
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Terr.: [redacted] Zip/Postal: [redacted] Country: [redacted]
Business Address: 21 Brooklyn Avenue
City: Massapequa State/Province/Terr.: NY Zip/Postal: 11758 Country: US
Telephone: (516) 785-6581
Other present address(es):
City: Massapequa State/Province/Terr.: Zip/Postal: Country:
Telephone: (516) 785-6581
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	10/25/2002	Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	10/25/2002		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

George Luksch Ownes 49%
Michael Scott Ownes 51%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response

to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

CERTIFICATION

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

Seaford Avenue Corporation
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Michael Scott [MSCOTT@SACPLUMB.COM]

Vice President
Title

11/22/2019 10:56:43 AM
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: 07/25/2019

1) Proposer's Legal Name: Seaford Avenue Corporation

2) Address of Place of Business: 21 Brooklyn Avenue

City: Massapequa State: NY Zip Code: 11758

3) Mailing Address (if different): N/A

City: _____ State: _____ Zip Code: _____

Phone: _____

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

4) Dun and Bradstreet number: 825829526

5) Federal I.D. Number: 020649257

6) The proposer is a: Corporation (Describe) _____

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

YES [X] NO [ ] If yes, please provide details:

The office shares only office space with G&M Mechanical Inc.

8) Does this business control one or more other businesses?

YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any

other government entity terminated?
YES [ ] NO [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, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

1 File(s) Uploaded

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 investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [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.

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.

Implemented a policy by which conflicts of interest between a business and its board, employees, and contractors are voided.

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

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

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

i) Date of formation;
10/25/2002

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.
George Luksch [redacted]
Michael Scott [redacted]

No individuals with a financial interest in the company have been attached..

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

No officers and directors from this company have been attached.

1 File(s) Uploaded

iv) State of incorporation (if applicable);
NY

v) The number of employees in the firm;
40

vi) Annual revenue of firm;
18000000

vii) Summary of relevant accomplishments
See Attached

4 File(s) Uploaded

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

1 File(s) Uploaded

B. Indicate number of years in business.
17

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

1 File(s) Uploaded

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

Company	Town of Hempstead Housing Authority		
Contact Person	Ronni Lawrence		
Address	760 N. Jesusalem Avenue		
City	Uniondale	State	NY
Telephone	(516) 485-9666		
Fax #			
E-Mail Address	ronnielaw@gmail.com		

Company	SCC Construction Management		
Contact Person	Mike Sweeney		
Address	190 Motor Parkway		
City	Hauppauge	State	NY
Telephone	(631) 567-0200		
Fax #			
E-Mail Address	ms@scc-cm.com		

Company	N. Bellmore Schools		
Contact Person	Rich Russo		
Address	21 Brooklyn Avenue		
City	Massapequa	State	NY
Telephone	(516) 785-6581		
Fax #			
E-Mail Address	rboslooper@sacplumb.com		

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

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

CERTIFICATION

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

Name of submitting business: Seaford Avenue Corp

Electronically signed and certified at the date and time indicated by:
Michael Scott [MSCOTT@SACPLUMB.COM]

Vice President
Title

11/22/2019 01:44:31 PM
Date

FILED
CLERK
6/25/2015 2:47 pm
U.S. DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
LONG ISLAND OFFICE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
----------X
DANNY GRODOTZKE and ROBERT RUGGIERIO, as Trustees of PLUMBERS LOCAL UNION NO. 200 WELFARE FUND, PENSION FUND, VACATION FUND, SUPPLEMENTAL VESTED ANNUITY FUND, ADDITIONAL SECURITY BENEFITS FUND and APPRENTICE TRAINING FUND, and JAY MARELLI as President of PLUMBERS LOCAL UNION NO. 200, UNITED ASSOCIATION of JOURNEYMEN and APPRENTICES of the PLUMBING AND PIPE FITTING INDUSTRY of the UNITED STATES and CANADA,

Plaintiffs,

-against-

SEAFORD AVENUE CORP., G and M MECHANICAL, INC., GEORGE LUKSCH, MICHAEL SCOTT, and COLONIAL SURETY COMPANY,

Defendants.
----------X

ORDER
13-CV-3369 (SJF)

FEUERSTEIN, District Judge:

Based upon Magistrate Judge Steven I. Locke's Minute Order dated June 24, 2015 (DE 73) that this case has settled, the case is administratively closed with leave to reopen, on ten (10) days notice, no later than August 3, 2015. The pretrial conference set for November 16, 2015 at 11:15 a.m. is canceled and the Clerk of the Court shall close this case.

SO ORDERED.

Dated: June 25, 2015
Central Islip, New York

/s/
Sandra J. Feuerstein, U.S.D.J.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

CIVIL CONFERENCE
MINUTE ORDER

BEFORE: STEVEN I. LOCKE
U.S. MAGISTRATE JUDGE

DATE: 6/24/15
TIME: 2:00

CASE: **CV 13-3369 (SJF) Grodotzke et al v. Seaford Avenue Corp. et al**

TYPE OF CONFERENCE: SETTLEMENT FTR: 2:19-2:19; 3:12-3:17

APPEARANCES:
For Plaintiff: Scott Levin

For Defendant: Scott Rosenberg

THE FOLLOWING RULINGS WERE MADE:

☐ Scheduling Order entered.

☐ The court has adopted and So Ordered the joint proposed scheduling order [ ] submitted by the parties.

☐ The Joint Pretrial Order is accepted for filing and the action is deemed ready for trial. The action will be tried in accordance with the discretion and the trial calendar of the District Judge.

☒ Other: Settlement conference held. Case settled.

SO ORDERED

/s/Steven I. Locke
STEVEN I. LOCKE
United States Magistrate Judge

FILED
IN CLERK'S OFFICE
U S DISTRICT COURT E D N Y

★ FEB 12 2015 ★

LONG ISLAND OFFICE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----------X

DANNY GRODOTZKE and ROBERT RUGGIERO as Trustees of PLUMBERS LOCAL UNION NO. 200 WELFARE FUND, PENSION FUND, VACATION FUND, SUPPLEMENTAL VESTED ANNUITY FUND, ADDITIONAL SECURITY BENEFITS FUND and APPRENTICE TRAINING FUND, and JAY MARELLI as President of PLUMBERS LOCAL UNION NO. 200, UNITED ASSOCIATION of JOURNEYMEN and APPRENTICES of the PLUMBING AND PIPE FITTING INDUSTRY of the UNITED STATES and CANADA,

Plaintiffs,

-against-

SEAFORD AVENUE CORP., G and M MECHANICAL INC., GEORGE LUKSCH, MICHAEL SCOTT, and COLONIAL SURETY COMPANY,

Defendants.

----------X

STIPULATION AND ORDER DISMISSING PLAINTIFFS' ACTION WITH PREJUDICE AND SEVERING AND CONTINUING COLONIAL SURETY COMPANY'S CROSS-CLAIMS AND THIRD-PARTY COMPLAINT

Civil Action No.: 13-CV-3369 (SJF)(SIL)

PLEASE TAKE NOTICE, that Plaintiffs' action is hereby dismissed with prejudice as among Plaintiffs and Defendants Seaford Avenue Corp., G and M Mechanical Inc., George Luksch, and Michael Scott (the "Seaford Defendants"), and Plaintiffs' action is also hereby dismissed with prejudice as among Plaintiffs and Defendant Colonial Surety Company ("Colonial"), pursuant to Rule 41(a)(1)(A) of the Federal Rules of Civil Procedure, without costs to any party, with Colonial's cross-claims against the Seaford Defendants and third-party complaint against Gail Luksch, Kathy Luksch and Eleonor Scott being severed and continued

The Court hereby retains jurisdiction over Colonial's cross-claims against the Seaford Defendants and third-party complaint against Gail Luksch, Kathy Luksch and Eleonor Scott.

Dated: Garden City, New York
, 2015

SCOT A. ROSENBERG, P.C.

By: _____
Scott A. Rosenberg, Esq.
Attorneys for Seaford Defendants
2400 Jericho Turnpike, Suite 201
Garden City, New York 11040
516-877-7205

Dated: Melville, New York
February 3, 2015

ARCHER, BYINGTON, GLENNON & LEVINE, LLP

By: _____
John H. Byington III
Attorneys for Plaintiffs
One Huntington Quadrangle, Suite 4C10
Melville, New York 11747
(631) 249-6565

Dated: New York, New York
February 10, 2015

MCELROY, DEUTSCH, MULVANEY
& CARPENTER LLP

By: _____
Scott A. Levin, Esq.
Attorneys for Defendant/Third-Party Plaintiff,
Colonial Surety Company
88 Pine Street – 24th Floor
New York, New York 10005

s/ Sandra J. Feuerstein

So-Ordered: _____
USDJ 2/12/2015

743228

(SEAFORD AVENUE CORPORATION)

BOARD OF DIRECTORS

1. I, THE UNDERSIGNED, *Michael Scott)* to *Seaford Avenue Corporation)* do hereby certify that the individuals listed below are the duly elected members of the Board of Directors of *(Seaford Avenue Corporation)*:

2. Chairman
Michael Scott
Seaford Avenue Corporation
Vice President
21 Brooklyn Avenue
Massapequa, NY 11758
Phone: (516) 785-6581
Fax: (516) 785-5160
Email: mscott@sacplumb.com

3. IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed the Corporate Seal of said corporation by order of the Board of Directors this 25 day of July , 2019.

Affix Corporate Seal Here

Michael Scott
Vice/President

#4

To whom it may concern,

I have overseen and assisted in the maintenance and repair of waste piping, water distribution lines/systems, industrial water drainage, sanitary drainage, chemical waste drainage, drainage venting, medical gas piping, swimming pool piping systems, water wells, industrial gas piping, industrial vacuum piping, sewage disposal systems, steam distributions, and more in major new construction projects, renovations, and repairs. Projects include schools, libraries, park production facilities, medical offices, County and State prisons, arenas, and hospitals.

I have also overseen and assisted in the installation of waste piping, water distribution lines and systems, sanitary drains, and drainage venting in major new construction projects that include hotels, schools, multifamily buildings, and commercial spaces.

Below is a list of a handful of projects that I have been directly involved with during the past 4 years that correlate to the job experience –

1) Homeward Suites Hotel – New ground up, 190 room hotel. Project includes installation of new water mains from street, waste, water and vent piping to all rooms as well as to public areas, gas piping to commercial kitchen and water heaters, the installation of fixtures throughout building and commission building for opening.

2) US Coast Guard Station, Fire Island NY – Repair Domestic Water Main in Multi-mission building for the US Coast Guard at their station in Fire Island, NY. Project included replacing nearly all copper pipes throughout building, core drilling for water and waste lines, replacing fixtures and furnishes such as drop ceilings, showers, vanities, etc.

3) Nassau Collseum, New York Islanders Hockey Arena – Major renovation and retro fit professional sports arena to include new gas piping throughout building, rough new gang bathrooms with over 300 fixtures, modify and replace remaining roughing and fixtures throughout building, update incoming gas meter and header to accommodate additional gas load, install new sewerage ejectors and modify piping as required and update sub surface drainage on plaza.

4) Hillside Commons Apartment House – New 12 story apartment house with 4 level parking garage and 15,000 square ft. of commercial space. Project includes new waste, water and vent piping to serve all fixtures and appliances, gas service from meter header to all appliances and heaters, parking garage drainage and retention tanks, installation of all fixtures and commissioning of building.

5) Department of Public Works Nassau County NY – **Requires Plumber for ALL County Buildings and Facilities** – Respond to calls for emergency repairs as well as major renovations. Projects include water main installations and repairs, installation of sub surface gas piping, installation of correctional grade plumbing fixtures, installation of boilers and hot water heaters and repair of building piping systems as required.

6) Sewer Line at Farmingdale Long Island Rail Road (LIRR) – Project includes saw cutting the asphalt parking lot, excavating approximately 180ft. east of the house trap to the man hole, installing a new SDR-18 waste line, tied into the main, restoring asphalt with stone base and top coat.

7) Tumanelli Dentist Office – Project includes installation of new waste, vents, hold and cold water lines, piping and plumbing fixtures installation, installation of vacuum lines, compressed air lines, nitrous lines, and the connection of all this to the equipment. Worked with installation mechanics to perform all testing of medical gas lines.

8) Advanced Endoscopy – Project includes roughing waste, vents, hot and cold water for sinks and the installation of oxygen and vacuum lines.

9) Service Plumbing – Supervise and assist the dispatch and operation of service and repair technicians for on call daily operation. Coordinated scheduling and purchasing as required to maintain large customer base, commercially and residentially. Providing services such as drain cleaning and inspection, repairs leaks on gas, water, fuel oil, heating and drainage piping, and more.

10) Town of Oyster Bay Public Pools – Install new multi stage pool filtering system to service large public swimming pool facilities. Projects include removal of all existing filter room equipment and piping. Install new pumps, filters, chlorine systems and associated piping for 5 complexes. Commissioned equipment and obtained dept. of health approval for operation.

11) Small to Mid-size Commercial Installations – Install complete new plumbing systems for national chain food and other service providers (Starbucks, Bar Louie, Raymour & Flanigan, etc.). Install new plumbing as required and specified to include water, waste, vent and gas. Install underground waste/water, RPZ work, water/sanitary, fixture installation, hose bibs, gas piping, etc.

12) Small Multifamily and Single Family Housing – Install complete new plumbing systems as designed. Projects include complete systems from water main connection, all interior piping for waste, water, vent, sewer and gas.

All Projects Include:
- Estimating materials and labor
- Contracting negotiations and signing
- Coordinating with other trades and architects
- Obtaining and managing required plumbing permits and inspections
- Managing invoicing and costs
- Providing required insurances and bonding
- Close out and final approvals

If additional information is required, please let me know and I will supply anything you require.

Thank you,

Michael Scott & George Luksch

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.

Seaford Ave Company
Schedule of Contracts Completed
Year End 2018

Contract Description	Total Contract
Bellmore Merrick Schools 0817-16	$ 471,482.00
Center Moriches UFSD 1117-49	$ 141,570.00
Connetquot HS 0716-12	$ 69,744.00
Islanders Lounge Kitchen 0717-00	$ 75,915.00
Jericho Schools Repairs 0317-00	$ 236,091.66
AMK Marine Terrace 1217-56	$ 256,559.50
Murtha Pool 0716-00	$ 87,250.00
Atlantis Seven Eleven (7/11) 0917-40	$ 6,177.40
Shoreham Wading River HS 0817-46	$ 55,500.00
Deer Park UFSD 0317-15	$ 130,610.74
Northwell Training Facility 1017-13	$ 44,844.04
Zoi Marine Terrace 1216-55	$ 587,350.00
Woodstock Gilgo 1016-45	$ 4,651.12
Double R iHOP 0418-20	$ 39,000.06
JAG Oceanside UFSD 2016 FEMA 1117-46	$ 113,000.00
JAG Oceanside UFSD 0517-34	$ 282,776.00
Jericho UFSD Robert Seaman Elem 0418-50	$ 7,400.00
JAG Oceanside Middle School 0318-12	$ 81,282.55
JAG Jericho Schools Gas Work 0617-39	$ 275,750.00
JAG Jericho UFSD Jackson 1117-52	$ 58,511.00
Renu Hempstead Middle School 0618-08	$ 141,372.00
Advanced Endoscopy 0818-65	$ 18,788.98
Dans Supreme Food Emporium 1217-39	$ 233,479.00
HVAC Bellmore UFSD Winthrop Ave 0618-35	$ 38,761.95
Rocky Point Locker Room 0518-27	$ 93,667.84
Rocky Point HS/MS 1217-13	$ 199,200.00
Nassau Col Islanders Locker Room 0518-45	$ 271,032.55
Freeport UFSD JW Dodd 0818-30	$ 42,142.00
Islanders Twin Rinks 0618-22	$ 70,320.90
Accumanage Reniassance Tech 0318-09	$ 90,890.00
AECOM Hunt Tennis Center 0318-13	$ 134,583.00
Renu Queens Library 0117-00	$ 184,500.00
	$ 4,544,203.29

MUNICIPALITY	LICENSE #	EXPIRATION DATE
Babylon Town	1749	6/30/2021
Freeport Village	9453	4/30/2020
State of Florida	CFC1430310	8/31/2020
Garden City Village		NO LICENSE NEEDED-JUST PL
Great Neck Village	648	ON HOLD
Hempstead Village (2 years)	Tri-Town License	12/15/2020
Huntington Town	2355 In person	12/31/2020
Islip Town	1161	7/31/2022
Long Beach City	1494	5/31/2020
Lynbrook Village	1026	12/31/2020
Nassau County Certifcate of Fitness (Mike)	Type GS EL 20008058	4/30/2020
Nassau County Certifcate of Fitness (George)	Type GS EL	4/30/2020
New Hyde Park Village	2012-083	1/31/2020
New York City	2285 In person	9/8/2020
New York State Backflow Prevention	10442	4/30/2020
North Hempstead Village	1482 PR	12/31/2020
Oyster Bay Town	B1482TOB	12/31/2021
Suffolk County Backflow Tester ID	53391-BF	9/1/2021
Suffolk County Liquid Waste	56697-LW	5/1/2021
Suffolk County Master Plumber	49205-MP	9/1/2021
Valley Stream Village	Reciprocal License (use TOB #)	12/31/2021
Williston Park		NO LICENSE NE

COUNTY OF NASSAU

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

1. Name of the Entity: Seaford Avenue Corporation

Address: 21 Brooklyn Avenue

City: Massapequa State: NY Zip Code: 11758

2. Entity's Vendor Identification Number: 020649257

3. Type of Business: Closely Held Corp (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):

1 File(s) uploaded

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Michael Scott [redacted] George Luksch [redacted]	

No shareholders, members, or partners have been attached to this form.

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

None

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

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
George Luksch [GLUKSCH@SACPLUMB.COM]

Dated: 11/22/2019 10:24:16 AM

Title: President

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Brian J. Schneider, Deputy County Executive

FROM: Kenneth G. Arnold, Commissioner

DATE: October 1, 2019

SUBJECT: **RECOMMENDATION OF AWARD**
Contract No. B90403 03P
Building Construction Requirements Plumbing Construction Contract
Estimated Contract Amount: $5,000,000.00
Bids Received on May 21, 2019

The bids received for the above-mentioned contract have been examined and the bid submitted by Seaford Avenue Corp. with a markup on labor of thirty-percent (30%) and a markup on material of ten-percent (10%) is acceptable as the lowest responsible bidder, and we request that the contract be awarded.

If you approve of this request, please signify below and return this memorandum to the Department in order that we may implement the appropriate DPW procedures.

For Ken Arnold

Kenneth G. Arnold
Commissioner

KGA:RD:WSN:FM:pl
c: Rakhal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Roseann D'Alleva, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Fredrick Maroni, Unit Head, Facilities Management Unit
Robert LaBaw, Architect IV
Michael Puleo, Building Construction Estimator II

APPROVED:

Brian J. Schneider 9/27/19
Brian J. Schneider Date
Deputy County Executive

DISAPPROVED:

Brian J. Schneider Date
Deputy County Executive

S:\SAN\Support Staff\Author\Puleo, Michael\Seaford Rec of Award Memo BJS Approve B90403 03P.mp.doc

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS

Inter-Departmental Memo

TO: Kenneth G. Arnold, Commissioner

FROM: William S. Nimmo, Deputy Commissioner of Public Works

DATE: June 18, 2019

SUBJECT: Low Participation for Building Construction Requirements Contract
Plumbing Construction Contract
Bid Contract No. B90403 03P

The Building Construction Requirements Contract - Plumbing Construction was advertised in Newsday on April 17, 2019 and in the New York State Contract Reporter April 17, 2019 through May 21, 2019, and eProcure from April 19, 2019 through May 21, 2019.

Thirteen (13) vendors viewed Solicitations on eProcure. Eight (8) were consulting engineering firms, three (3) purchased the Contract Documents and two (2) bids were received.

Upon investigating the low participation via inquiry, it has been determined that the general response has been consistent. The general claim is that the contract requires the contractor to be a participant in an apprenticeship program. Those that could comply with the apprenticeship requirement believe that the contract is not guaranteed to be large enough to be worth the purchase of such a large bid bond.

We recommend that the Department move ahead and award the contract to the lowest responsible bidder.

If you approve of this request, please sign below in order that we may implement the appropriate DPW procedures to advance this construction contract.

William S. Nimmo
Deputy Commissioner

WSN:FM:jd

c: Rachal Maitra, Deputy Commissioner
Roseann D'Alleva, Deputy Commissioner
Fredrick Maroni, Unit Head, Facilities Management Unit
✓Michael Puleo, Building Construction Estimator II,

APPROVED:

Kenneth G. Arnold — Date 6/21/19
Commissioner

DISAPPROVED:

Kenneth G. Arnold — Date
Commissioner

S:\SAN\Support Staff\Author\Puleo, Michael\B90403 03P Low Participation.mp.doc

B90403-03P - Plumbing

Building Construction Requirements Contract-Plumbing Construction

Bid Opening: 5 /21/2019 **Engineer:** Michael Puleo **Phone:** (516) 571-6917

Bid Amount

Contractor	Address	Insurance	Payment	Labor	Materials
Seaford Avenue Corp.	21 Brooklyn Avenue Massapequa, NY 11758	U.S. Specialty Insurance Compa	$200,000.00	30.00%	10.00%
Philip Ross Industries, Inc.	88 Duryea Rd Suite 204 Melville, NY 11747	Liberty Mutual Insurance Comp	$200,000.00	165.00%	55.00%

The preceding is a list of all the bids that were read aloud at the public bid opening. Listed bids may be subsequently withdrawn or disqualified. The list does not reflect the Department's determination of the lowest responsible bidder.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Michael Puleo, Building Construction Estimator II

FROM: Office of the Commissioner

DATE: April 27, 2018

SUBJECT: CSEA Sub-Contracting Approval
C18-029 – B90403 03P
Building Construction Requirements Plumbing Contract

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C18-029. Please note that all work orders still require Section 32 process in the future.**

Please prepare the necessary documentation to proceed with your work.

If you have any questions, please speak with Jonathan Lesman.

Kenneth G. Arnold
Commissioner

KGA:las
c: Rakhal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Frederick Maroni, Unit Head, Facilities Management Unit
Loretta Dionisio, Hydrogeologist II
Jonathan Lesman, Management Analyst II

C18-029
mike Puleo

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: April 13, 2018

SUBJECT: CSEA Notification of a Proposed DPW Contract
Building Construction Requirements Plumbing Contract
Proposed Contract No: B90403 03P

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:

   On-Call Plumbing Construction Building Requirements

2. The work involves the following:

   Various HVAC Construction work related to construction projects and in response to emergency situations at Nassau County facilities. This is work that is currently outside the present capabilities of DPW's "in-house staff".

3. An estimate of the cost is: $3,000,000.00

4. An estimate of the duration is: Two (2) Years

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Kenneth G. Arnold, Commissioner of Public Works, telephone 1-9607, fax 1-9657.

Kenneth G. Arnold
Commissioner

KGA:WSN:FM:pl

c: Christopher Nicolino, Director, Office of Labor Relations
Rakhal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Fredrick Maroni, Unit Head, Facilities Management Unit
Christopher Yansick, Unit Head, Financial Services Unit
Diane Pyne, Unit Head, Human Resources Unit
Jonathan Lesman, Management Analyst II
Michael Puleo, Building Construction Estimator II ✓

K:\Support Staff\Author\Puleo, Michael\CSEA Notif B90403 03P On Call Plumbing mp.doc

FORM OF BID BOND

IMPORTANT The bidder shall instruct the Surety Company to **USE THIS FORM PROVIDED** as the use of **ANY OTHER FORM** may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned Seaford Avenue Corp., 21 Brooklyn Avenue, Massapequa, NY 11758

as Principal; and U.S. Specialty Insurance Company 13403 Northwest Freeway, Houston, TX 77040 as Surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of

Two Hundred Thousand and 00/100 dollars ($ 200,000.00****) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 21st day of May, 2019

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under Contract No. BP90403-03P for the

Building Construction Requirements Contract Plumbing Construction BP90403-03P, Various Locations Nassau County

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and

b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and

c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Provided, however, that this bond is subject to the following additional conditions and limitations.

a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.

b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Seaford Avenue Corp.
Contractor

by _____ (L.S.) (Corporate seal of Contractor if a corporation)
Vice President
Title

by _____ (L.S.)
Title

by _____ (L.S.)
Title

U.S. Specialty Insurance Company
Surety

by _____ (L.S.)
Title of Officer
Novica J. Prekpala, Attorney-In-Fact

Attest: _____ (L.S.) (Corporate seal of Surety)
Title of Officer Secretary

(Acknowledgment by Contractor if a corporation)

STATE OF New York)

)

ss.:
COUNTY OF Nassau)

On this 20 day of May , 2019 , before me personally came Michael Scott to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted] that he is the Vice President of the Seaford Ave Corp the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public
KIMBERLY F. FORD
Notary Public, State of New York
No. 01FO6126556
Qualified in Nassau County
Commission Expires May 9, 21

(Acknowledgment by Contractor if a partnership)

STATE OF _____)

)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

_____
Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)

)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

_____
Notary Public

(Acknowledgment by Surety Company)

STATE OF _____)

)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me Known, who being by me duly sworn, did depose and say that he resides in

that he is the of the , the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said further said that he is acquainted with and knows him to be the of said company; that the signature of the said subscribed to the within instrument is in the genuine handwriting of the said and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said

_____
Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF _____)

COUNTY OF_____)

On the _____ day of_____ in the year 2019, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he resides at _____ that (s)he is the _____ of _____, the corporation described in and which executed the above instrument; and that (s)he signed his name thereto by order of the board of directors of said corporation.

_____
NOTARY PUBLIC OR COMMISSIONER OF DEEDS

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK)

COUNTY OF WESTCHESTER)

On the 21st day of May in the year 2019 before me personally came Novica J. Prekpala to me known, who, being by me duly sworn, did depose and say that (s)he resides at New Rochelle, New York, that (s)he is the Attorney-in-Fact of U.S. Specialty Insurance Company the corporation described in and which executed the above instrument; and that (s)he signed his/her name thereto by order of the board of directors of said corporation.

_____
NOTARY PUBLIC OR COMMISSIONER OF DEEDS

WENDY COSTANTINO
Notary Public, State of New York
No. 01CO6111951
Qualified in Westchester County
Commission Expires June 28, 20 2o

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

U.S. Specialty Insurance Company
of Houston, Texas

a corporation organized under the laws of the State of Texas, and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $817,662,610. (Capital $4,200,000.) as is shown by its sworn financial statement for the quarter ended ended March 31, 2018, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 30th day of July, 2018.

Maria T. Vullo
Superintendent

By *Kathleen Granderath*

Kathleen Granderath
Special Deputy Superintendent

U.S. SPECIALTY INSURANCE COMPANY
STATUTORY STATEMENT OF ADMITTED ASSETS,
LIABILITIES, CAPITAL AND SURPLUS *(1)*
December 31, 2018

Admitted Assets		*Liabilities and Capital and Surplus*	
Investments:		Liabilities:	
Fixed Maturities; at amortized cost	1,568,883,702	Unpaid loss and loss adjustment expense	988,770,886
Preferred Stocks	7,209,500	Reinsurance payable on paid losses and loss adjustment expenses	68,484,176
Common stocks	7,384,714	Commission payable	6,936,199
Mortgage loans on real estate - first liens	115,926,433	Accrued expenses	7,337,637
Mortgage loans on real estate - other than first liens	2,564,219	Taxes, licenses, and fees	3,127,589
Cash and short term investments	51,288,561	Current federal income taxes	419,028
Receivable for securities	16,804	Unearned premiums	278,044,656
Total cash and invested assets	1,753,273,933	Advance premium	3,968,213
		Dividends to policyholders	290,875
		Ceded reinsurance balance payable	64,962,534
		Funds held under reinsurance treaties	4,265,991
		Amounts withheld or retained for others	11,842
		Provision for reinsurance	1,834,200
		Payable to parent, subsidiaries and affiliates	20,146,196
		Payable for securities	72,776
		Total liabilities	1,448,672,798
Investment income due and accrued	18,542,015		
Premium receivable	221,195,821	Capital and Surplus:	
Recoverable from reinsurers	22,159,063	Capital Stock	4,200,000
Net deferred tax asset	23,530,919	Additional paid-in and contributed capital	190,085,811
Receivable from parent, subsidiaries and affiliates	3,641,963	Unassigned surplus	399,385,105
	289,069,781		593,670,916
Total admitted assets	2,042,343,714	*Total liabilities and capital and surplus*	2,042,343,714

(1) - In accordance with the statutory financial statements as filed on March 1, 2019.

I, Cave J. McKeown III, Chief Financial Officer of U.S. Specialty Insurance Company, hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities and Capital and Surplus of the Company as of December 31, 2018, prepared in conformity with accounting practices prescribed or permitted by the Texas Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon written request at the Company's home office located at 13403 Northwest Freeway, Houston, Texas 77040.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation at Houston, Texas.

Cave J. McKeown III
Chief Financial Officer

TOKIO MARINE HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint,

NOVICA J. PREKPALA

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number BB2008156, issued in the course of its business and to bind the Company thereby, in an amount not to exceed ********* UNLIMITED ********* (***UNLIMITED ***).
Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

"Be It Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be It Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 18th day of December 2017.

State of California
County of Los Angeles

U.S. SPECIALTY INSURANCE COMPANY

By: _____
Adam S. Pessin, Senior Vice President

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

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2239479
My Comm. Expires Apr 23, 2021

I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of May, 2019.

Bond No. BB2008156

Agency No. 12173

_____
Kio Lo, Assistant Secretary

HCCSZZ POAUSSIC06/2018

Kimberly Ford

From: Puleo, Michael <mpuleo@nassaucountyny.gov>
Sent: Friday, May 17, 2019 2:30 PM
To: Danielle Daiuto
Cc: Kimberly Ford
Subject: FW: RFI-Nassau County Bldg. Construction Req' Plumbing Construction (Contract No. B90403-03P)

From: Puleo, Michael
Sent: Monday, April 29, 2019 2:25 PM
To: kiersten@philiprossind.com
Cc: derek@philiprossind.com
Subject: FW: RFI-Nassau County Bldg. Construction Req' Plumbing Construction (Contract No. B90403-03P)

From: Houdek, Jane M <jhoudek@nassaucountyny.gov>
Sent: Monday, April 29, 2019 2:24 PM
To: Puleo, Michael <mpuleo@nassaucountyny.gov>; Dionisio, Loretta V <ldionisio@nassaucountyny.gov>
Subject: RE: RFI-Nassau County Bldg. Construction Req' Plumbing Construction (Contract No. B90403-03P)

The Wicks law is not applicable to this contract.

Jane Houdek
Counsel to the Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590
jhoudek@nassaucountyny.gov
(516) 571-9458
(516) 571-9657 fax

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From: Puleo, Michael <mpuleo@nassaucountyny.gov>
Sent: Monday, April 29, 2019 9:06 AM
To: Dionisio, Loretta V <ldionisio@nassaucountyny.gov>

Cc: Houdek, Jane M <jhoudek@nassaucountyny.gov>
Subject: FW: RFI-Nassau County Bldg. Construction Req' Plumbing Construction (Contract No. B90403-03P)

From: Kiersten Gaertner <kiersten@philiprossind.com>
Sent: Monday, April 29, 2019 8:35 AM
To: Puleo, Michael <mpuleo@nassaucountyny.gov>
Cc: Derek Madsen <derek@philiprossind.com>
Subject: RFI-Nassau County Bldg. Construction Req' Plumbing Construction (Contract No. B90403-03P)

Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Good Morning Mike,

What is the requirement for completing the Wicks Law form? This form is typically completed for a hard bid, how can we complete the form with a requirements contract?

Thanks,
Kiersten Gaertner

Philip Ross Industries, Inc.
88 Duryea Rd; Suite 204
Melville, NY 11747
P: 631-253-3077 ext. 113
F: 631-253-0180
kiersten@philiprossind.com

PROPOSAL

PLUMBING CONSTRUCTION

COUNTY OF NASSAU
STATE OF NEW YORK

PROPOSAL

FOR
BUILDING CONSTRUCTION REQUIREMENTS CONTRACT
PLUMBING CONSTRUCTION
VARIOUS LOCATIONS IN NASSAU COUNTY, NEW YORK

CONTRACT NO.: B90403-03P

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Notice to Bidders and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the Plans and Specifications for the amount named in the Proposal hereinafter described.

In making this Proposal the Bidder hereby declares that all provisions of the Addenda which have been issued by the County of Nassau have been complied with in preparing his Bids.

Name of Bidder: Seaford Avenue Corp.
(Individual, Firm or Corporation, as case may be)

Bidder's Address: 21 Brooklyn Ave Massapequa NY 11758

Telephone: (516) 785-6581 Date: 5/17/19

Fax Tel.: (516) 785-5160 E-MAIL: mscott@sacplumb.com

NO TEXT ON THIS PAGE

NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING BLANKS:

Name of Partners	Residence of Partners
Michael Scott	[redacted]
George Lukich	[redacted]

NOTE: IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:

Organized under the laws of the State of: New York

Name of President: George Lukich

President's Domicile: [redacted]

Name of Vice President: Michael Scott

Vice President's Domicile: [redacted]

Corporate Officer: _____ Title: _____

Corporate Officer's Domicile: _____

Corporate Officer: _____ Title: _____

Corporate Officer's Domicile: _____

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

THE BIDDER AFFIRMS AND DECLARES:

1. That the above Bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be entered into.

2. That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same Work, and is in all respects fair and without collusion or fraud.

3. That said Bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the County of Nassau.

4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

5. That he has carefully examined the site of the work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.

6. The Bidder also declares that he has carefully examined and fully understands all the component parts of this Contract; that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.

7. That the Bidder, for allowance items, will make payment to the parties designated by the County when directed by the County in the amount certified by the Engineer for the purposes indicated. It is also understood and agreed that the Final Contract Payment for allowance items will be based upon such actual payments, and not on the approximate amount cited herein.

8. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay, or North Hempstead or by the Cities of Glen Cove or Long Beach, the contractor shall be required to have such a license.

NO TEXT ON THIS PAGE

INFORMATION FOR BIDDERS

I. Rejection of Bids.

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. A determination that the bidder is not responsible is made in accordance with law; or if
6. The bid, in the opinion of the Commissioner, contains unbalanced bid prices, unless the bidder can show that the prices are not unbalanced for the probably required quantity of such items.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

III. Lump Sum Contracts, Comparison of Bids.

Bids on lump Sum Contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if, any.

IV. Apprenticeship Training Program

For all contracts in excess of $500,000 attach here verification letter regarding your firm's having an approved State of New York Apprenticeship Training Program.

NO TEXT ON THIS PAGE

PROPOSAL

CONTRACT NO. B90403 03P

For all work in accordance with the contract documents:

I. Labor and Supplemental Benefits at CURRENT New York Department of Labor Schedule of Prevailing Wage Rate or the wage rates and supplemental benefits required by the Contractor's compliance with Nassau County Local Law 9-2002, whichever rate is higher, plus an Overhead and Profit percentage of
30% (percentage amount in numbers)

Percentage figure must be written in words:
Thirty Percentage

II. Material Direct Cost Expense plus an Overhead and Profit percentage of
10% (percentage amount in numbers)

Percentage figure must be written in words:
Ten Percentage

BASIS OF AWARD: Award shall be made based upon the lowest weighted sum of the labor and material expense percentages, weighted as follow:

Labor:	Seventy-five (75) percent
Material:	Twenty-five (25) percent

NOTES:

1. **Prospective bidders are cautioned to carefully review the requirements of Paragraph H, Bid Security, of the Instructions to Bidders.**

2. **Prospective bidders are cautioned to carefully review the requirements of Section II, Basis of Payment, of the Technical Specifications, especially as it relates to those overhead items which are NOT part of the New York State Schedule of Prevailing Wages and must be factored into the labor overhead and profit percentage.**

NO TEXT ON THIS PAGE

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.

N/A

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

N/A

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

N/A

Exhibit B

N/A

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

N/A

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

N/A

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?

N/A

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: 5/13/19

Signed: [signature]

Print Name: George LuKsch

Title: President

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

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

NO TEXT ON THIS PAGE

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 George LuKsch
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 21 Brooklyn Ave
   City/state/zip Massapequa, NY 11758
   Telephone (516) 785-6581
   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 10/25/02 Treasurer 10/25/02
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President 10/25/2002 ___/___/___
   (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, George LuKsch, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 13 day of May 2019

Notary Public

KIMBERLY F. FORD
Notary Public, State of New York
No. 01FO6126556
Qualified in Nassau County
Commission Expires May 9, 21

Seaford Avenue Corp.
Name of submitting business

George LuKsch
Print name

Signature

President
Title

5 / 13 / 19
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: 5/13/19

1) Proposer's Legal Name: Seaford Avenue Coop.

2) Address of Place of Business: 21 Brooklyn Ave Massapequa NY

List all other business addresses used within last five years: N/A

3) Mailing Address (if different): N/A

Phone: (516) 785-6581

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: —

5) Federal I.D. Number: 02-0649257

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation 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 ___

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; October 25, 2002

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Seaford Ave Corp.

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; 35

vi) Annual revenue of firm; 18 Million

vii) Summary of relevant accomplishments

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

See Attached as well

B. Indicate number of years in business. 17

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

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

Company _____

Contact Person _____

Address See Attached #1

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No X If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No X If Yes, provide details for each such occurrence. _____

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

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

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

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. "No conflicts 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. "No Conflict exists"

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

Sworn to before me this 13 day of May 2019

Notary Public

KIMBERLY F. FORD
Notary Public, State of New York
No. 01FO6126556
Qualified in Nassau County
Commission Expires May 9, 21

Name of submitting business: Seaford Avenue Corp.

By: George Lutsch
Print name

Signature

President
Title

05 / 13 / 19
Date

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

COUNTY OF NASSAU

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

1. Name of the Entity: Seaford Avenue Corp.

Address: 21 Brooklyn Ave.

City, State and Zip Code: Massapequa N.Y. 11758

2. Entity's Vendor Identification Number: 02-0649257

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ; X Closely Held Corp X ____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):

George Luksch - President

Michael Scott - Vice President

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.

George Luksch, Michael Scott

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.

GcM Mechanical Inc.
George Lukoch President

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

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

NONE

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

N/A

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

N/A

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

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

Dated: 5/13/19

Signed:

Print Name: George Lutsch

Title: President

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

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO.

NOTE: This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non responsive.

Contractor's Name and Address Federal ID No.:	Project Description (Project Title, Facility Name and Address):	Bid Date:	Total Contract Amt:

Indicate ANY work to be self-performed by the contractor in the following categories (check all that apply):

N/A

- ☐ Plumbing and Gas Fitting
- ☐ Steam Heating, Hot Water Heating, Ventilating and AC Apparatus
- ☐ Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e. no subcontractors will be used, please check this box [ ], skip to bottom of form, and sign it as required.

Subcontractor's Name, Address and Federal ID No.	Check (✓) *only* one. Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventilating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures	General Description of Work	Subcontractor's Contract Amt.
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		

This form must be filled out completely and legibly, signed by a company authorized representative and included in a **separate, sealed envelope** within the bid envelope. Use and additional page if needed.

Failure to complete this form accurately and in its entirety, may result in a non responsive bid determination.

Company Authorized Signature:_____ Title:_____ Date:_____

NO TEXT ON THIS PAGE

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

George Lukich — Name and Title of Authorized Representative

5/10/19 — m/d/yy

Signature

5/13/19 — Date

Seaford Avenue Corp. — Name of Organization

21 Broklyn Ave Massapequa NY 11758 — Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CONTRACTOR CERTIFICATION STATEMENT REGARDING

STORM WATER POLLUTION AT THE WORK SITE

I certify under penalty of the law that I understand and agree to comply with the terms and conditions of the pollution prevention plan for the construction site identified in such plans as a condition of authorization to discharge storm water. I also understand the operator (Nassau County) must comply with the terms and conditions of the New York State Pollution Discharge Elimination System ("SPDES") general permit for storm water discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Finally, I understand my contractual obligations in the matter as outlined in the contract documents.

CONTRACTOR'S NAME: Seaford Air Corp.

TELEPHONE NUMBER: (516) 785-6581

WORK SITE OR FACILITY NAME: N/A

WORK SITE OR FACILITY ADDRESS OR OTHER IDENTIFYING DESCRIPTION: N/A

Signature

5/13/19
Date

George Lukoch President
Print Name and Title of Signer

NO TEXT ON THIS PAGE

MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,

Yes ___ No X

if yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ___ No X

(Contractor's Signature)

Seaford Avenue Corp.
(Name of Business)

NO TEXT ON THIS PAGE

IRAN DIVESTMENT ACT – CERTIFICATION

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

NA a. **Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,

NA b. **Certification that the Bidder's investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

Signature/Date

George Lukch President
Print Name and Position

NO TEXT ON THIS PAGE

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 17

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 25

   b. as a Subcontractor _____

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
See Attached #2			

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
See Attached #3			

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to You? No
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? No
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

NO TEXT ON THIS PAGE

c. ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? NO
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? NO
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? No
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

NO TEXT ON THIS PAGE

d. that has ever been barred from bidding municipal or public contracts? No
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? No
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

None

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

None

10. In what other lines of business are you financially interested?

None

NO TEXT ON THIS PAGE

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
See Attached #4				

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
See Attached #5			

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

None

(use additional blank sheets if additional space is necessary)

NO TEXT ON THIS PAGE

14. In what manner have you inspected this proposed work? Explain in detail.

We have the experience with this service contract and other service contracts we have.

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

After speaking with a County representative we would go to the location and review the scope of work and compile a material list needed to complete the job.

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

Michael Scott, George Lukoch (see attached)

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term
Liability	Allstate	2,000,000-	3/9/19-3/9/20
Workers Comp	Innovation Risk	No limits	2/28/19-2/28/20
Disability	Shelter Part Life Co.	No limits	1/2/19-11/1/20

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18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

NO TEXT ON THIS PAGE

NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

George Lutsch Being duly sworn, deposes and says: That he resides at [redacted] Street, in the City of [redacted] that he is the President of Seaford Avenue Corp. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me
this 13 day of May , 2019 .

Notary

KIMBERLY F. FORD
Notary Public, State of New York
No. 01FO6126556
Qualified in Nassau County
Commission Expires May 9, 21

(Form of Affidavit where Bidder is a firm)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says: That he is a member of the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

(Form of Affidavit where Bidder is an individual)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

NO TEXT ON THIS PAGE

Notice of Award

NO TEXT ON THIS PAGE

F021025000578

Certificate of Incorporation

of

SEAFORD AVENUE CORP.

Pursuant to Section 402 of the Business Corporation Law

2002 OCT 25 PM 2:25

BLU-39
DRAWDOWN

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED OCT 25 2002
TAX $ 20.00
BY LAP
NASSAU

Filed By:
BlumbergExcelsior Corporate Services, Inc.
62 South Pearl Street, 2nd Floor
Albany, NY 12207

RECEIVED
Oct 25 12 14 PM '02

3 021025000599

CERTIFICATE OF INCORPORATION

OF

SEAFORD AVENUE CORP.

Pursuant to Section 402 of the Business Corporation Law

I, the undersigned, a natural person of at least 18 years of age, for the purpose of forming a corporation under Section 402 of the Business Corporation Law of the State of New York hereby certify:

FIRST: The name of the corporation is:

SEAFORD AVENUE CORP.

SECOND: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under Article IV of the Business Corporation Law, except that it is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

THIRD: The office of the corporation is to be located in the County of **NASSAU**, State of New York.

FOURTH: The aggregate number of shares which the corporation shall have the authority to issue is **TWO HUNDRED**, each of which shall be common stock with no par value.

FIFTH: The Secretary of State is designated as agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is:

C/O ANTHONY AVENA, CPA
1606 HENRY ROAD
WANTAGH, NY 11793

SIXTH: No director of the corporation shall have personal liability to the corporation or to its shareholders for damages for any breach of duty in such capacity, provided, however, that the provision shall not eliminate or limit:

(a) the liability of any director of the corporation if a judgment or other final adjudication adverse to him establishes that his acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled or, with respect to any director of the corporation, that his acts violated Section 719 of the Business Corporation Law of the State of New York, or

(b) the liability of a director for any act or omission prior to the final adoption of this article.

SEVENTH: The holders of any of the corporation's equity shares shall be entitled to preemptive rights in accordance with the provisions of BCL section 622.

IN WITNESS WHEREOF, the undersigned incorporator has executed this certificate of incorporation.

10/25/02

Sharon Babala

Sharon Babala, Incorporator
BlumbergExcelsior Corporate
Services, Inc.
52 South Pearl Street
Albany, New York 12207

EXHIBIT C
Filing Receipt

GUARANTOR's CERTIFICATION

SEAFORD AVENUE CORP. ("Guarantor") hereby certifies to GOLD COAST BANK ("Lender") that:

1. Attached to this Certification as Exhibit A is a true and correct copy of the Certificate of Incorporation of the Guarantor filed on 10/25/02 with the Secretary of State of State of New York, and that said Certificate of Incorporation has not been amended, modified, or terminated and remains in full force and effect as of the date hereof;

2. Attached to this Certification as Exhibit B is a true and correct copy of the By Laws of the Guarantor, and that said By Laws have not been modified, amended or terminated and remains in full force and effect as of the date hereof; and

3. Attached to this Certification as Exhibit C is a true and correct copy of the New York Secretary of State's filing receipts for the Guarantor's Certificate of Incorporation.

The foregoing representations are made to Lender with the understanding that Lender shall rely upon this Certification and to induce Lender to make a loan to PGM INDUSTRIES INC. and 21 & 21A BROOKLYN AVE. CORP. (collectively "Borrower") in the original principal sum of $615,000.00 which loan is secured by a mortgage on Borrower's property.

Dated: Islandia, New York
November 18, 2010

SEAFORD AVENUE CORP.

By: _____
Name: MICHAEL SCOTT
Title: PRESIDENT

MINUTES OF ANNUAL MEETING
OF THE BOARD OF DIRECTORS
OF
SEAFORD AVENUE CORP

The annual meeting of the board of Directors of the corporation was held at the office of the corporation, at 21-34 Broadway, Long Island City, NY 11106, on January 10, 2011 at 11:30 a.m.

There were present and participating at the meeting:
Michael Scott
George Luksch
Being all the directors of the Corporation.

Michael Scott, President of the Corporation, acted as Chairman and Secretary of the meeting.

The Secretary presented a waiver of the notice of the meeting, signed by all the directors.

The Chairman announced that a quorum of the directors was present, and that the meeting, having duly convened, was ready to proceed with its business.

Upon Motion duly made and seconded, it was unanimously RESOLVED, that all purchases, contracts, contributions Compensations, acts, decisions, proceedings, elections and appointments by the Board of Directors since the last Annual Meeting of Stock of the Corporation, be and the same hereby are approved and satisfied.

The next order of business was the election of officers of the Corporation. There being no contest, the following were elected by proclamation to serve as officers until the next meeting of the Board or until their Successors are elected and qualified.

President	Michael Scott
Vice President	George Luksch
Secretary	Michael Scott
Treasurer	George Luksch

F021025000578

CERTIFICATE OF INCORPORATION

OF

SEAFORD AVENUE CORP.

Pursuant to Section 402 of the Business Corporation Law

I, the undersigned, a natural person of at least 18 years of age, for the purpose of forming a corporation under Section 402 of the Business Corporation Law of the State of New York hereby certify:

FIRST: The name of the corporation is:

SEAFORD AVENUE CORP.

SECOND: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under Article IV of the Business Corporation Law, except that it is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

THIRD: The office of the corporation is to be located in the County of **NASSAU**, State of New York.

FOURTH: The aggregate number of shares which the corporation shall have the authority to issue is **TWO HUNDRED**, each of which shall be common stock with no par value.

FIFTH: The Secretary of State is designated as agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is:

C/O ANTHONY AVENA, CPA
1606 HENRY ROAD
WANTAGH, NY 11793

/

SIXTH: No director of the corporation shall have personal liability to the corporation or to its shareholders for damages for any breach of duty in such capacity, provided, however, that the provision shall not eliminate or limit:

(a) the liability of any director of the corporation if a judgment or other final adjudication adverse to him establishes that his acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled or, with respect to any director of the corporation, that his acts violated Section 719 of the Business Corporation Law of the State of New York, or

(b) the liability of a director for any act or omission prior to the final adoption of this article.

SEVENTH: The holders of any of the corporation's equity shares shall be entitled to preemptive rights in accordance with the provisions of BCL section 622.

IN WITNESS WHEREOF, the undersigned incorporator has executed this certificate of incorporation.

10/25/02.

Sharon Babala

Sharon Babala, Incorporator
BlumbergExcelsior Corporate
Services, Inc.
52 South Pearl Street
Albany, New York 12207

#1

Seaford Avenue Corp.

21 Brooklyn Avenue • Massapequa, NY 11758 • Phone: 516-785-6581 • Fax: 516-785-5160

City of Long Beach	1494	Westchester County	C1320
Town of North Hempstead	1482 PR	City of New York	2205
Town of Oyster Bay	B1482TOB	Village of Sea Cliff	4164
Town of Huntington	2359	Town of Hempstead	2633
Suffolk County Master Plumber	49205-MP	Town of Babylon	1949
Village of Roslyn	P60	Village of New Hyde Park	2012-00
Town of Islip	1161	Village of Lynbrook	35069
Village of Massapequa Park	287	Village of Freeport	A854
Village of Rockville Centre	142		

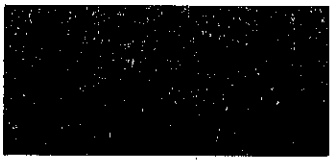
REFERENCES:

Town of Oyster Bay Housing Authority: 115 Central Park Road Plainview, NY Tony Townsend 516-349-1000	Maintenance & General Repairs
Town of Hempstead Housing Authority: 760 N. Jerusalem Avenue Uniondale, NY 11553 Ronni Lawrence 516-485-9666	Boiler Replacement
SCC Construction Management: 190 Motor Parkway Hauppague, NY 11788 Mike Sweeney 631-567-0200	NUMC
TriTec Hospitality, Inc.: 45 Research Way Suite 100 East Setauket, NY 11773 631-706-4129 Ken Abrami	Homewood Suites Intercounty
N. Bellmore Public Schools: 2616 Martin Ave. No. Bellmore, NY 11710 516-992-3000 Frank Russo	Boiler Replacement
Long Beach Public Schools: 235 Lido Blvd Long Beach, NY 11561 516-524-5712 Steve Leahy	Plumbing Capitol Improvement Gas piping

#2

2019 Jobs & Contract Amounts

0119-22	ConRac Construction	Sag Harbor Cinemas **Plumbing**	$216,301.60
0119-38	ConRac Construction	Sag Harbor Cinemas **Sprinklers**	$105,000.00
0119-31	Filter Room Solutions	TOH Echo Park Heat Exchange	$52,254.00
0119-35	Northport-East UFSD	Northport-East Northport **Gas**	$279,500.00
0119-36	Northport-East UFSD	Northport-East Northport **Water**	$145,000.00
0219-07	Double R	T-Mobile Roof Top Generator	$22,220.00
0218-18	P. DeBlasio Brothers	Takumi Japanese Restaurant	$70,000.00
0219-19	TOHHA	Bellmore Garden Roof G&M	$52,343.75
0219-58	Raymour & Flanigan	Raymour RTU Gas Lake Grove	$60,500.00
0219-64	LMJ Management	Raymour Lake Grove Roof Pipe	$25,200.00
0219-71	NCPW	Fire Academy Hydrants	$29,250.08
0219-36	Max Effort Training	4" Fire Line	$15,365.00
0319-57	Sachem CSD	Sachem North HS 2018-2019 CIP	$690,000.00
0319-62	Hicksville UFSD	2017 Bond Issue Phase Rebid	$78,000.00
0319-12	Woodstock	Long Beach Comfort Stations	$15,414.00
0319-33	TOH Parks	Chemical Bulk Storage	$283,928.80
0319-08	Sunrise Contracting	1297A/1299A Grand Ave	$5,810.00
0319-34	Kenco	7 Whitman Avenue	$26,470.00
0319-55	Barrier Beach	333 Broadway Booster Pumps	$39,845.00
0319-53	MW Mechanical	Fidelity NGIC New Office Space	$46,440.00
0419-13	GTC Construction	Paramount Auditorium Plumb	$38,000.00
0419-31	OGS	Downstate Med Center ED073H	$150,000.00
0419-46	Hicksville UFSD	2017 Bond CIP Phase 2 MS	$37,000.00
0419-67	Renu	Starlight Park Comfort Station	$150,000.00
0419-73	Keyfood Int. Inc.	Keyfood Pleasantville	$135,655.00
0519-04	Hicksville UFSD	2017-2018 CIP East Street ES	$17,000.00
0519-05	Wantagh UFSD	Multiple Years CIP HS & MS	$53,500.00



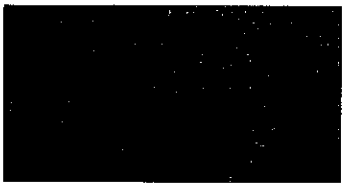
George Luksch

Education:

- 1973-1976: Wantagh High School, Wantagh
- 1976-1977: Nassau Community College, East Meadow, New York

Work Experience:

- 2002- Present: Seaford Avenue Corp. Massapequa, NY – Owner/Operator
- 1993- Present: G&M Mechanical Inc., Massapequa, NY – Owner/Operator
- 1981-2001: Long Island Railroad, Jamaica, NY – Plumber's Helper/Plumber
- 1973-1988: B.R. Schwab Plumbing & Heating, Wantagh, NY – Plumber's Helper/Plumber



Michael R. Scott

Education:

- 1983 Lynbrook High School, Lynbrook, New York
- 1983-1985 Nassau Community College, East Meadow, New York

Work Experience:

- 2002- Present: Seaford Avenue Corp. Massapequa, NY – Owner/Operator
- 1993- Present: G&M Mechanical Inc., Massapequa, NY – Owner/Operator
- 1989-1993: Industry City Associates – Building Engineer/Mechanical Supervisor
- 1897-1978: JD Mechanical – Mechanic
- 1985-1987: Lakeside Heating – Junior Mechanic
- 1984-1985: Atlantis Heating - Apprentice

#4

To whom it may concern,

I have overseen and assisted in the maintenance and repair of waste piping, water distribution lines/systems, industrial water drainage, sanitary drainage, chemical waste drainage, drainage venting, medical gas piping, swimming pool piping systems, water wells, industrial gas piping, industrial vacuum piping, sewage disposal systems, steam distributions, and more in major new construction projects, renovations, and repairs. Projects include schools, libraries, park production facilities, medical offices, County and State prisons, arenas, and hospitals.

I have also overseen and assisted in the installation of waste piping, water distribution lines and systems, sanitary drains, and drainage venting in major new construction projects that include hotels, schools, multifamily buildings, and commercial spaces.

Below is a list of a handful of projects that I have been directly involved with during the past 4 years that correlate to the job experience –

1) **Homeward Suites Hotel** – New ground up, 190 room hotel. Project includes installation of new water mains from street, waste, water and vent piping to all rooms as well as to public areas, gas piping to commercial kitchen and water heaters, the installation of fixtures throughout building and commission building for opening.

2) **US Coast Guard Station, Fire Island NY** – Repair Domestic Water Main in Multi-mission building for the US Coast Guard at their station in Fire Island, NY. Project included replacing nearly all copper pipes throughout building, core drilling for water and waste lines, replacing fixtures and furnishes such as drop ceilings, showers, vanities, etc.

3) **Nassau Coliseum, New York Islanders Hockey Arena** – Major renovation and retro fit professional sports arena to include new gas piping throughout building, rough new gang bathrooms with over 300 fixtures, modify and replace remaining roughing and fixtures throughout building, update incoming gas meter and header to accommodate additional gas load, install new sewerage ejectors and modify piping as required and update sub surface drainage on plaza.

4) **Hillside Commons Apartment House** – New 12 story apartment house with 4 level parking garage and 15,000 square ft. of commercial space. Project includes new waste, water and vent piping to serve all fixtures and appliances, gas service from meter header to all appliances and heaters, parking garage drainage and retention tanks, installation of all fixtures and commissioning of building.

5) **Department of Public Works Nassau County NY – Requires Plumber for ALL County Buildings and Facilities** – Respond to calls for emergency repairs as well as major renovations. Projects include water main installations and repairs, installation of sub surface gas piping, installation of correctional grade plumbing fixtures, installation of boilers and hot water heaters and repair of building piping systems as required.

6) **Sewer Line at Farmingdale Long Island Rail Road (LIRR)** – Project includes saw cutting the asphalt parking lot, excavating approximately 180ft. east of the house trap to the man hole, installing a new SDR-18 waste line, tied into the main, restoring asphalt with stone base and top coat.

7) **Tumanelli Dentist Office** – Project includes installation of new waste, vents, hold and cold water lines, piping and plumbing fixtures installation, installation of vacuum lines, compressed air lines, nitrous lines, and the connection of all this to the equipment. Worked with installation mechanics to perform all testing of medical gas lines.

8) **Advanced Endoscopy** – Project includes roughing waste, vents, hot and cold water for sinks and the installation of oxygen and vacuum lines.

9) **Service Plumbing** – Supervise and assist the dispatch and operation of service and repair technicians for on call daily operation. Coordinated scheduling and purchasing as required to maintain large customer base, commercially and residentially. Providing services such as drain cleaning and inspection, repairs leaks on gas, water, fuel oil, heating and drainage piping, and more.

10) **Town of Oyster Bay Public Pools** – Install new multi stage pool filtering system to service large public swimming pool facilities. Projects include removal of all existing filter room equipment and piping. Install new pumps, filters, chlorine systems and associated piping for 5 complexes. Commissioned equipment and obtained dept. of health approval for operation.

11) **Small to Mid-size Commercial Installations** – Install complete new plumbing systems for national chain food and other service providers (Starbucks, Bar Louie, Raymour & Flanigan, etc.). Install new plumbing as required and specified to include water, waste, vent and gas. Install underground waste/water, RPZ work, water/sanitary, fixture installation, hose bibs, gas piping, etc.

12) **Small Multifamily and Single Family Housing** – Install complete new plumbing systems as designed. Projects include complete systems from water main connection, all interior piping for waste, water, vent, sewer and gas.

All Projects Include:
- Estimating materials and labor
- Contracting negotiations and signing
- Coordinating with other trades and architects
- Obtaining and managing required plumbing permits and inspections
- Managing invoicing and costs
- Providing required insurances and bonding
- Close out and final approvals

If additional information is required, please let me know and I will supply anything you require.

Thank you,

Michael Scott & George Luksch

#3

Job	Job Name	Contract Amount	Billed to Date	Contract Balance	Cost to Date	Cost to Complete
0617-43	Moxey A. Rigby Apartments A	$ 2,235,000.00	$ -	$ 2,235,000.00	$ -	$ 1,899,750.00
0117-57	Hillside Comns ungrnd waste B	$ 1,947,500.00	$ 417,818.87	$ 1,529,681.13	$ 364,163.63	$ 1,291,211.37
0317-01	Racanelli - Homewood Suites B	$ 1,177,756.00	$ 25,256.00	$ 1,152,500.00	$ 14,744.27	$ 951,015.66
0514-41	MPCC	$ 1,032,619.06	$ 777,824.06	$ 254,795.00	$ 278,454.07	$ 568,293.56
1114-27	Jobco Concern	$ 822,511.00	$ 690,110.00	$ 132,401.00	$ 435,000.00	$ 264,134.35
0417-29	Atria Great Neck-Interior B	$ 711,329.00	$ 398,711.00	$ 312,618.00	$ 356,341.96	$ 226,947.82
1216-55	Marine Terrace LAARS B	$ 593,180.00	$ 485,270.00	$ 107,910.00	$ 408,901.60	$ 95,301.40
0617-15	Barnum Plumbing Improvments B	$ 552,343.00	$ 30,466.00	$ 521,877.00	$ 11,349.41	$ 430,524.99
0817-16	Bellmore Merrick Various A	$ 446,275.00	$ 241,630.00	$ 204,645.00	$ 1,639.74	$ 377,694.01
0815-45	Zenith-Snap	$ 399,975.27	$ 327,975.27	$ 72,000.00	$ 229,892.58	$ 106,086.65
0517-34	Oceanside UFSD A	$ 282,776.00	$ 117,300.00	$ 165,476.00	$ 73,469.81	$ 152,750.99
0617-39	Jericho - Gas A	$ 275,750.00	$ 140,000.00	$ 135,750.00	$ 34,412.37	$ 186,187.63
1117-01	Town Oyster Bay DPW Pool Filters	$630,500.00	$0.00	$630,500.00	$9,805.00	$480,000.00
	Other Jobs	$ 1,836,256.64	$ 920,850.11	$ 915,836.53	$ 350,000.00	$ 1,119,005.31
		$ 12,943,770.97	$ 4,573,211.31	$ 8,370,989.66	$ 2,568,174.44	$ 8,148,903.74

#5

@ 21 Brooklyn Ave Massapequa NY 11758

SEAFORD AVENUE CORP.

EQUIPMENT RATES

CATEGORY	ITEM	DISPOSABLES	DAILY RATE	
DEMOLITION				
	90LB AIR HAMMER		$ 70.00	
	70LB ELECTRIC HAMMER		$ 80.00	
	50LB ELECTRIC HAMMER		$ 60.00	
	CHISEL POINT	$18.00		
	FLAT POINT	$18.00		
	SPADE POINT	$18.00		
	GAS DEMO SAW		$ 85.00	
	ELECTRIC DEMO SAW		$ 65.00	
	METAL BLADE	$20.00		
	CEMENT BLADE	$156.00		
	WOOD BLADE	$20.00		
	WALK BEHIND SAW		$ 200.00	
	CONCRETE BLADE		$ 325.00	
	ASPHALT BLADE		$ 325.00	
	OXY/ACT TORCH RIG		$ 125.00	
	GAS REFILL	$65.00		
WHEELED EQUIP & VEHICLES				
	LG. PICK UP TRUCK		$ 80.00	
	SM. PICK UP TRUCK		$ 70.00	
	VAN		$ 90.00	
	BOX TRUCK		$ 125.00	
	UTILITY TRAILER		$ 100.00	
	EQUIPMENT TRAILER		$ 125.00	
	BOBCAT		$ 255.00	
	CAT 304 CR EXCAVATOR		$ 500.00	
	MAN LIFT		$ 300.00	
	FORK LIFT		$ 230.00	
	EXTENSION LADDER		$ 50.00	
	DUMP TRUCK		$ 421.00	
	NUMATIC COMPRESSOR		$ 110.00	Per Day
SMALL MISC EQUIPMENT				
	800 KW GENERATOR		$ 400.00	
	500 KW GENERATOR		$ 300.00	
	ROUSTABOUT CRANE		$ 100.00	
	PAINT SPRAYER		$ 115.00	
	DUCT LIFT		$ 100.00	
	CORE DRILL RIG		$ 120.00	
	BIT CHARGE		$ 75.00	
	HAMMER DRILL		$ 65.00	
	PLATE TAMPER		$ 70.00	
	JUMPING JACK TAMPER		$ 55.00	
	POWER WASHER		$ 65.00	
	GAS TRASH PUMP		$ 140.00	

SEAFORD AVENUE CORP.

EQUIPMENT RATES

	ELECTRIC SUMP PUMP		$ 50.00	
	MANHOLE VENTILATOR		$ 260.00	
	ATMOSPHERE TEST		$ 100.00	
	PROPANE SPACE HEATER		$ 30.00	
	KEROSENE SPACE HEATER		$ 50.00	
	100 FT TEMP. FENCING		$ 100.00	PER DAY
	CONFINED SPACE EQUIP.		$ 150.00	
SEWER AND DRAIN				
	SPARTAN ELEC. SNAKE		$ 125.00	*2 HRS. $65 EACH HR AFTER
	ADDITIONAL DRUMS		$ 75.00	
	VIDEO INSPECT. CAMERA		$ 450.00	*2 HRS. $200 EACH HR AFTER
	LOCATING DEVICE		$ 150.00	*2 HRS. $65 EACH HR AFTER
	K40 SNAKE/K30		$ 75.00	
	SPARTAN JETTING MACH.		$ 650.00	*200 PER EACH HOUR AFTER
	THAWING MACHINE		$ 150.00	
PIPING/ FABRICATING				
	ACT TORCH & TANK		$ 75.00	
	POLY PIPE FUSION		$ 230.00	
	COPPER CRIMPING TOOL		$ 200.00	
	RIGID 300 PIPE MACHINE		$ 300.00	
	RIGID 700 PIPE MACHINE		$ 150.00	
	RIGID FLOOR CUTTER		$ 300.00	
	RIGID DONKEY THREADED		$ 300.00	
	ROLL GROOVER		$ 300.00	
	INPLACE GROOVER		$ 300.00	
	ELECTRIC WELD MACHINE		$ 175.00	
	GAS WELDING MACHINE		$ 175.00	
	SF2500 PIPE FREEZE		$ 600.00	
	PRIVATE MARK-OUT		$ 500.00	*1/2 DAY
	PROPRESS TOOL		$ 110.00	
RIGGING EQUIPMENT				
	ALUMINUM GANTRIES		$ 500.00	
	TRENCH BOX		$ 135.00	

MIKE'S LICENSES

MUNICIPALITY	LICENSE #	EXPIRATION DATE	CONTACT
Babylon Town	1749	6/30/2021	Barbara - 631-957-4291
Freeport Village	854	4/31/2019	Melinda - 516-377-2250
State of Florida	CFC1430310	8/31/2020	Customer Service - (850) 487-1395
Garden City Village	NO LICENSE NEEDED-JUST PLUMBING PERMIT		
Great Neck Village	648	ON HOLD	Sheila 516-482-0187
Hempstead Town	2633	12/31/2019	Molly 516-812-3081 x3126
Hempstead Village (2 years)	Tri-Town License	12/15/2020	Kelly - 516-489-3400 x230
Huntington Town	2355 In person	12/31/2020	Cindy - 631-351-3144
Islip Town	1161	7/31/2019	Debbie - 631-224-5464
Island Park Village	2328	12/31/2019	Rose - 516-431-0600
Lawrence Village	2016289	ON HOLD Exp. 12/31/16	Tom - 239-4600
Long Beach City	1494	5/31/2020	516-431-1002
Lynbrook Village	1026	12/31/2020	Lynn/Ellen - 599-8828
Malverne Village	9799	12/31/2019	Florence - 516-599-1200
Massapequa Park Village	334	12/31/2019	Janet/Christine - 516-798-0244
Nassau County Certifcate of Fitness (Mike)	Type GS EL 20008058	4/30/2020	Fire Marshall Schurr - 516-573-9954
Nassau County Certifcate of Fitness (George)	Type GS EL	4/30/2020	Fire Marshall Schurr - 516-573-9954
New Hyde Park Village	2012-083	1/31/2020	Pat Anderson - 516-3254-0022 x18
New York City	2285 In person	9/8/2019	212-393-2145 x2259/x2717
New York State Backflow Prevention	10442	4/30/2020	
North Hempstead Village	1482 PR	12/31/2020	Kristin - 516-869-7806
Oyster Bay Town	B1482TOB	12/31/2021	Kathy - 516-624-6217 x6200
Rockville Center Village	080 In person	12/31/2019	Dayna - 516-678-9248
Roslyn Village	P60	ON HOLD Exp. 12/31/15	Gay/Regina - 516-621-1961
Sea Cliff Village	4164	ON HOLD Exp. 12/31/14	Patricia Guy - 516-671-0080
Suffolk County Backflow Tester ID	53391-BF	9/1/2019	
Suffolk County Liquid Waste	56697-LW	9/1/2019	
Suffolk County Master Plumber	49205-MP	9/1/2019	Kathy - 631-853-4604
Valley Stream Village	N/A	12/31/2018	Nick - 516-825-4200
Westbury Village	698	ON HOLD Exp. 12/31/16	Roberta - 516-334-1700
Weschester County	C1320	12/31/2019	John 914-995-2657
Williston Park	NO LICENSE NEEDED		

No. 569

Certificate of Competency

ISSUED BY THE

TOWN OF OYSTER BAY

Town Hall, Audrey Avenue

Oyster Bay, N. Y.

PLUMBER'S EXAMINING BOARD

of the Town of Oyster Bay, N. Y.

This is to Certify that, Michael Scott

has been examined by the Examining Board of Plumbers of the Town of Oyster Bay, Nassau County, N. Y., and has been found to be qualified and competent to conduct the business of plumbing.

Signed and sealed this 9th day of April XX 2010

EXAMINING BOARD

License No. B1482TOB

Plumber's License
Town of Oyster Bay

Department of Planning and Development
Town Hall
Oyster Bay, New York 11771

Date Expires 12/31/2021
Date Issued 12/05/2018

IS A DULY LICENSED PLUMBER AND IS AUTHORIZED TO DO PLUMBING WORK IN THE TOWN OF OYSTER BAY

Name SCOTT, MICHAEL
Address [redacted]

Fee Paid $ 150.00

TOBDPD – Plumber's License – Plumber's Copy

Elizabeth R. Maccarone
Commissioner
Department of Planning and Development

TOWN OF BABYLON

200 East Sunrise Highway, Lindenhurst, NY 11757
Telephone: 957-4286

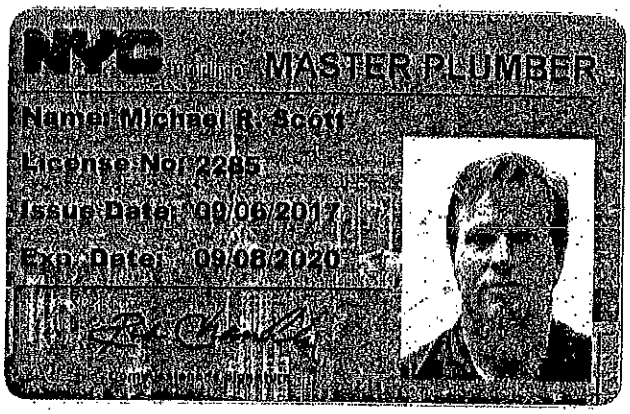
Michael Scott
Seaford Ave. Corp.
21 Brooklyn Ave.
Massapequa, NY 11758

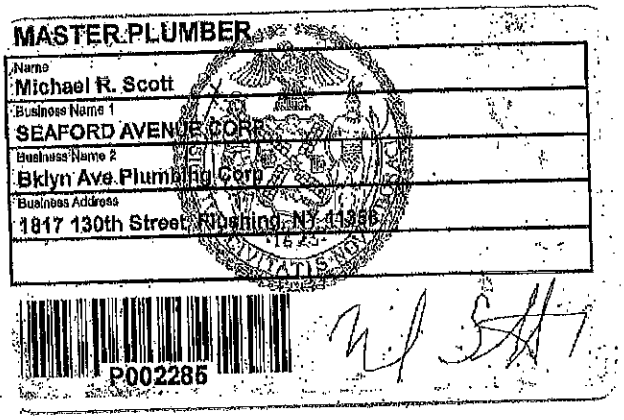
Lic. # 1749
Master Plumber's License
Expires 6/30/2021

PLEASE NOTE: Licenses are valid until July 1st of the year in which they expire. Applications for renewal are due in June of the expiration year. Licensees who file after July 1st of the expiration year shall pay a late fee of $100.00. All your vehicles must be lettered and display your license number

The above named person has given satisfactory evidence of competency and is hereby licensed as a Master Plumber, in accordance with the Plumbing Code of the Town of Babylon, subject to the provisions of said Plumbing Code and all the laws and ordinances applicable thereto.

Chairman, Plumber's Examining Board


MASTER PLUMBER
Name: Michael R. Scott
License Nor 2285
Issue Date: 09/06/2017
Exp Date: 09/08/2020


MASTER PLUMBER
Name
Michael R. Scott
Business Name 1
SEAFORD AVENUE CORP.
Business Name 2
Bklyn Ave Plumbing Corp
Business Address
1817 130th Street, Flushing, NY 11356
P002285

INC. VILLAGE OF ISLAND PARK

LICENSE NO: 2328

20 19

CONTRACTOR	ELECTRICIAN	PLUMBER

THE CITY OF LONG BEACH
OFFICE OF THE CITY CLERK
1 WEST CHESTER STREET
LONG BEACH, NY 11561
(516) 431-1002
WWW.LONGBEACHNY.ORG/CITYCLERK

License No: **1494**

Plumbing Contractor License

Date of Issuance: **6/2/2010**

Expires: **5/31/2020**

Know Ye That: **MICHAEL SCOTT**

Address: [redacted]

In Consideration of: **Two Hundred and Eighty Dollars**

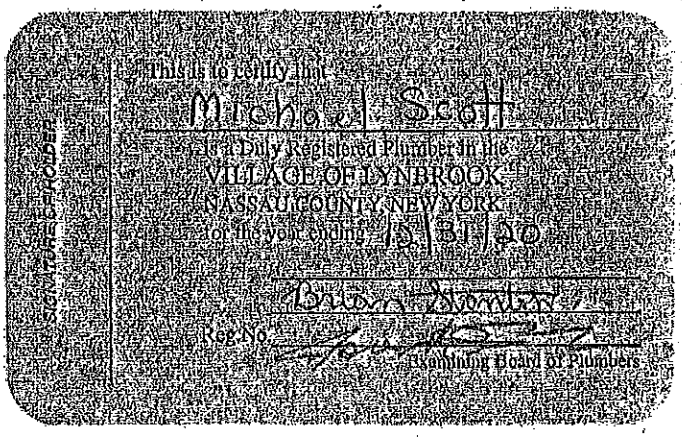
Receipt of Which is Acknowledged

Is Hereby Licensed as a/an: **Plumbing Contractor**

This license is subject to the strict observance of all laws, ordinances and regulations of the City of Long Beach, State of New York and other proper authorities.

This license is not valid unless it bears the raised seal of the City of Long Beach

City Clerk


This is to certify that
Michael Scott
is a Duly Registered Plumber in the
VILLAGE OF LYNBROOK
NASSAU COUNTY, NEW YORK
for the year ending 12/31/20
Reg No.
Examining Board of Plumbers

Inc. Village of Massapequa Park
151 Front Street, Massapequa Park, NY 11762 516-299-0244 Ext. 121

Plumbers License 2019

MICHAEL SCOTT
SEAFORD AVENUE CORPORATION
21 BROOKLYN AVENUE
MASSAPEQUA , NY 11758
LICENSE NO. 334

Inc. Village of Massapequa Park

This license is issued in accordance with the Plumbing Code of the Inc. Village of Massapequa Park and all rules and regulations included therein.

This License is renewable, subject to conditions set forth in the Plumbing Code, within 30 days of the expiration date. Failure to renew during this period will shall void any license issued and any subsequent renewal will be treated as a new application.

This license covers only plumbing installations and repairs done in the interior of buildings.

Peggy Calabiano, Village Administrator

This is a Plumbers License for the year 2019 and will expire on December 31, 2019.

DEPARTMENT OF BUILDINGS
SAFETY INSPECTION AND ENFORCEMENT
TOWN OF NORTH HEMPSTEAD, MANHASSET, NY
JOHN NIEWENDER, BUILDING COMMISSIONER

MICHAEL SCOTT
SEAFORD AVENUE CORP
21 BROOKLYN AVE
MASSAPEQUA, NY 11758

License Type..... Plumber Reciprocal
License Number.. 1482 PR
Date Issued..... 10/23/2017
Renewal Date.... 12/31/2020

Having given satisfactory evidence of competency, the above licensee is hereby licensed in accordance with Chapter 2 of the Code of the Town of North Hempstead, subject to the provisions of said code and all laws or ordinances applicable thereto.

Member, Examining Board of Plumbers

This certifies that the bearer is duly licensed by the County of Suffolk

Frank Mardelli
Commissioner

SUFFOLK COUNTY DEPT OF LABOR, LICENSING & CONSUMER AFFAIRS

COMMERCIAL, INDUSTRIAL RESIDENTIAL, SEPTIC LICENSE

NAME
MICHAEL R SCOTT

BUSINESS NAME
SEAFORD AVENUE CORP

License Number	Date Issued
56997-LW	05/18/2016

EXPIRATION DATE 05/01/2020

VALID IN TOWN OF HEMPSTEAD ONLY

TOWN OF HEMPSTEAD
DEPARTMENT OF
BUILDINGS

JOHN E. ROTTKAMP
COMMISSIONER

RITA A. FISHER
DEPUTY COMMISSIONER

One Washington Street, Hempstead, NY 11550
Office: 516.489.5000 Fax: 516.483.1573

RECIPROCAL

Master Plumber's License

Renewal No. R013

License No. 2633 Account No. 3186 Date of Issue 8/5/2016

SCOTT, MICHAEL R.
SEAFORD AVENUE CORP.
21 BROOKLYN AVENUE
MASSAPEQUA, NY 11758

Renewal License Expiration Date 12/31/2019 Fee Paid $135.00

Having given satisfactory evidence of competency, is hereby licensed as a Master Plumber in accordance with the Plumbing Code of the Town of Hempstead subject to the said provisions of said Plumbing Code and Laws and Ordinances applicable thereto.

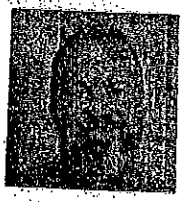
John E. Rottkamp
Commissioner of Buildings

Chairman Plumber's Examining Board

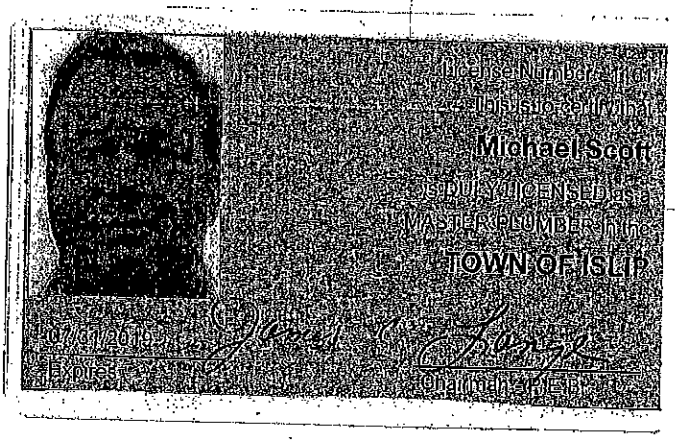
TOWN OF HUNTINGTON
DEPARTMENT OF ENGINEERING SERVICES

MASTER PLUMBER'S LICENSE

NAME: Michael R Scott
LICENSE TYPE: Master
LICENSE NO: M000560
ISSUED: 1/24/2018
EXPIRES: 12/31/2020



CHAD A. LUPINACCI - TOWN OF HUNTINGTON SUPERVISOR
JOSEPH F. CLINE, PE - DIRECTOR OF ENGINEERING SERVICES


License Number: 1161
This is to certify that
Michael Scott
is DULY LICENSED as a
MASTER PLUMBER in the
TOWN OF ISLIP
07/31/2019
Expires
Chairman - P.E.B.

INCORPORATED VILLAGE OF NEW HYDE PARK
Village Clerk's Receipt for Miscellaneous Revenue

Received From Seaford Avenue Corp.
21 Brooklyn Avenue Massapequa NY 11758

Revenue From					
Renewal Plumber License for 2019				50	—
Michael Scott					
2019-45					

12-7-18
Date

21320

Village Clerk

PAYMENT: ☐ Cash ☒ Check ☐ Credit Card ☒ Money Order NO. 40078

Inc. Village of New Hyde Park
Nassau County, New York
LIC. # 2019-45

This is to Certify that
Michael Scott is a duly
Registered Plumber for the year ending Jan. 31, 2020
Ronald L Salomon
Plumbing Board Chairman

VILLAGE OF ROCKVILLE CENTRE

DEPARTMENT OF BUILDINGS

LICENSED PLUMBER

NAME: **MICHAEL SCOTT**

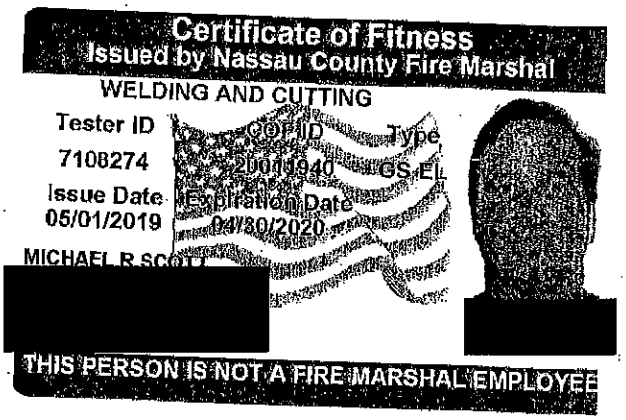
LICENSE TYPE: **MASTER PLUMBER**

LICENSE NO: **080**

VALID: **01/01/2020**

EXPIRES: **12/31/2021**

PATRICK D. OBRIEN - BUILDING DEPARTMENT


Certificate of Fitness
Issued by Nassau County Fire Marshal
WELDING AND CUTTING
Tester ID
7108274
COF ID
20011940
Type
GS-EL
Issue Date
05/01/2019
Expiration Date
04/30/2020
[redacted]
THIS PERSON IS NOT A FIRE MARSHAL EMPLOYEE

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SCOTT, MICHAEL R.

SEAFORD AVENUE SOUTH CORP
1504 NORTH DIXIE HIGHWAY
HOLLYWOOD FL 33020

LICENSE NUMBER: CFC1430310

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

PROPOSAL

CONTRACT NO. B90403 03P

For all work in accordance with the contract documents:

I. Labor and Supplemental Benefits at CURRENT New York Department of Labor Schedule of Prevailing Wage Rate or the wage rates and supplemental benefits required by the Contractor's compliance with Nassau County Local Law 9-2002, whichever rate is higher, plus an Overhead and Profit percentage of
%30 (percentage amount in numbers)

Percentage figure must be written in words:
Thirty Percentage %

II. Material Direct Cost Expense plus an Overhead and Profit percentage of
%10 (percentage amount in numbers)

Percentage figure must be written in words:
Ten Percentage %

BASIS OF AWARD: Award shall be made based upon the lowest weighted sum of the labor and material expense percentages, weighted as follow:

Labor:	Seventy-five (75) percent
Material:	Twenty-five (25) percent

NOTES:

1. **Prospective bidders are cautioned to carefully review the requirements of Paragraph H, Bid Security, of the Instructions to Bidders.**
2. **Prospective bidders are cautioned to carefully review the requirements of Section II, Basis of Payment, of the Technical Specifications, especially as it relates to those overhead items which are NOT part of the New York State Schedule of Prevailing Wages and must be factored into the labor overhead and profit percentage.**

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Michael Scott, Vice President
Name and Title of Authorized Representative

Signature

m/d/yy
10/8/19
Date

Seaford AC Corp.
Name of Organization

21 Brooklyn Ave Massapequa NY 11758
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 17

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 25

   b. as a Subcontractor _____

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
See Attached #2			

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
See Attached #3			

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to You? No
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? No
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

NO TEXT ON THIS PAGE

c. ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? NO
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? NO
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? No
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

NO TEXT ON THIS PAGE

d. that has ever been barred from bidding municipal or public contracts? No
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? No
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

None

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

None

10. In what other lines of business are you financially interested?

None

NO TEXT ON THIS PAGE

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
See Attached #4				

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
See Attached #5			

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

None

(use additional blank sheets if additional space is necessary)

NO TEXT ON THIS PAGE

14. In what manner have you inspected this proposed work? Explain in detail.

We have the experience with this service contract and other service contracts we have.

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

After speaking with a County representative we would go to the location and review the scope of work and compile a material list needed to complete the job.

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

Michael Scott, George Lukoch (see attached)

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term
Liability	Allstate	2,000,000-	3/9/19-3/9/20
Workers Comp	Innovation Risk	No limits	2/28/19-2/28/20
Disability	Shelter Part L & G Co.	No limits	11/1/19-11/1/20

NO TEXT ON THIS PAGE

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

NO TEXT ON THIS PAGE

NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

George Lutsch Being duly sworn, deposes and says:
That he resides at [redacted] Street,
in the City of [redacted] that he is the President of
the Seaford Avenue Corp. corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me
this 13 day of May , 2019 .

Notary

KIMBERLY F. FORD
Notary Public, State of New York
No. 01FO6126556
Qualified in Nassau County
Commission Expires May 9, 21

(Form of Affidavit where Bidder is a firm)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says:
That he is a member of
the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

(Form of Affidavit where Bidder is an individual)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says:
That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	Seaford Avenue Corp.
Address (street/city/state/zip code):	21 Broklyn Ave Massapequa NY. 11758
Authorized Representative (name/title):	Michael Scott, Vice President
Authorized Signature:	
Contract Number:	AC881
Contract/Project Name:	Nassau Coliseum Renovation Capital
Contract/Project Description:	Nassau Coliseum locker room renovation / excavation Plumb.

Part 2- Projected MBE/WBE Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	245,000		Best Efforts
Total MBE Dollar Amount	9,107.15	MBE Contract Percentage	TBD
Total WBE Dollar Amount		WBE Contract Percentage	TBD
Total Combined M/WBE Dollar Amount		Combined M/WBE Contract Percentage	TBD

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount($) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name: Address: City: State/Zip Code: TBD Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Address: City: TBD State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

B-10-20

NIFS ID: Department: Public Works

Capital: X

SERVICE: Glen Cove PS Repairs & Improvements-S3P312-01G-B10-20

Contract ID #:S3P312-01G NIFS Entry Date: Term: from to

New	
Time Extension:	
Addl. Funds:	
Blanket Resolution:	
RES#	

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	N

Vendor Info:	
Name: **Hinck Electrical Contractors, Inc.**	Vendor ID#:[redacted]
Address: 75 Orville Drive Suite 1 Bohemia, NY 11716	Contact Person: [redacted]
	Phone: [redacted]

Department:
Contact Name: Graham Sharkey
Address: NCDPW 3340 Merrick Road. Wantagh, NY 11793
Phone: (516) 571-7385

2020 MAR -2 P 3:46

Routing Slip

Department	**NIFS Entry: X**	**05-FEB-20 -- LDIONISIO**
Department	**NIFS Approval: X**	**05-FEB-20 -- RDALLEVA**
DPW	**Capital Fund Approved: X**	**05-FEB-20 -- RDALLEVA**
OMB	**NIFA Approval: X**	**14-FEB-20 -- CNOLAN**
OMB	**NIFS Approval: X**	**05-FEB-20 -- NGUMIENIAK**
County Atty.	**Insurance Verification: X**	**05-FEB-20 -- AAMATO**
County Atty.	**Approval to Form: X**	**05-FEB-20 -- NSARANDIS**

CPO	**Approval: X**	**24-FEB-20 -- KOHAGENCE**
DCEC	**Approval: X**	**24-FEB-20 -- JCHIARA**
Dep. CE	**Approval: X**	**24-FEB-20 -- BSCHNEIDER**
Leg. Affairs	**Approval/Review: X**	**02-MAR-20 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: General Construction contract (S3P312-01G) to repair and improve Harwood Dr. Ejector Station and Franklin Dr. Pump Station. These stations have not undergone any major repair or improvements in over a decade. The replacement of outdated and obsolete ejectors and the provisions of emergency generators will enhance reliability of sewage collection and mitigate the potential for system back-ups and/or overflows during electric power outages. Note: Nassau County is at risk of being in violation and subject to fines if a permanent generator is not installed and operating at the Harwood Drive station by 12/31/2017.
Method of Procurement: The contract was publicly bid in accordance with General Municipal Law 103.
Procurement History: Bid was advertised in Newsday on 12/7/2016 and in eProcure from 12/9/2016 through 1/10/2017. A total of five (5) firms bid. Bids were opened on January 10, 2017. The lowest responsible bidder was Hinck Electrical Contractors, Inc., with an amount of $740,310.00. Hinck Electrical has provided the County with a bid proposal which meets the Departments requirements.
Description of General Provisions: The Contract provides for the replacement of the ejector equipment at Harwood Dr. Ejector Station & Franklin Dr. Pump Station in Glen Cove.
Impact on Funding / Price Analysis: Adequate funds for this contract are available in Capital Project No. 3P312.
Change in Contract from Prior Procurement: N.A.
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	**3P**
Resp:	**312**
Object:	**00004**
Transaction:	**CH**
Project #:	**3P312**
Detail:	**001**

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 740,310.00
Other	$ 0.00
TOTAL	**$ 740,310.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCSWCSW/3P312/00004/001	$ 740,310.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 740,310.00

B10-20

RULES RESOLUTION NO -2020

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 HINCK ELECTRICAL CONTRACTORS, INC.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract S3P312-01G, MISCELLANEOUS GLEN COVE PUMP STATIONS - REPAIRS & IMPROVEMENTS - HARWOOD DRIVE EJECTOR STATION, FRANKLIN AVENUE PUMP STATION ["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of HINCK ELECTRICAL CONTRACTORS, INC.

["Vendor"] has submitted the lowest responsible bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the funding for this contract is from capital funds approved by the Nassau County Legislature and included in the current four year capital plan, and

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be $ 740,310.00 now therefore be it

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Hinck Electrical Contractors, Inc.

2. Dollar amount requiring NIFA approval: $740310

Amount to be encumbered: $740310

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: 180 calendar days from NTP

Has work or services on this contract commenced? N ____

If yes, please explain:

4. Funding Source:

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

Is the cash available for the full amount of the contract?	N
If not, will it require a future borrowing?	Y
Has the County Legislature approved the borrowing?	Y
Has NIFA approved the borrowing for this contract?	N

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

General Construction contract (S3P312-01G) to repair and improve Harwood Dr. Ejector Station and Franklin Dr. Pump Station. These stations have not undergone any major repair or improvements in over a decade. The replacement of outdated and obsolete ejectors and the provisions of emergency generators will enhance reliability of sewage collection and mitigate the potential for system back-ups and/or overflows during electric power outages. Note: Nassau County is at risk of being in violation and subject to fines if a permanent generator is not installed and operating at the Harwood Drive station by 12/31/2017.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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 Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberation s.

CNOLAN 14-FEB-20

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 Cou nty Multi-Year Financial Plan.

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

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

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

Jack Schnirman
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: Hinck Electric Contractors, Inc.

CONTRACTOR ADDRESS: 75 Orville Drive, Suite 1 Bohemia, NY 11716

FEDERAL TAX ID #: 11-2215346

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

I. ☑ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in Newsday [newspaper] on 12/7/2016 [date]. The sealed bids were publicly opened on 1/10/2017 [date]. 5 [#] 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.

Rosemarie Drake

Department Head Signature

2/4/20

Date

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

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES		NO	X	If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
John G Buck [JOHN.BUCK@HINCKELECTRIC.COM]

Dated: 11/04/2019 10:51:17 AM

Vendor: Hinck Electrical Contractor, Inc.

Title: President

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

Not Applicable

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

None

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

None

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

None

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

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

YES [ ] NO [X] If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:
John G Buck [JOHN.BUCK@HINCKELECTRIC.COM]

Dated: 11/04/2019 10:58:14 AM

Vendor: Hinck Electrical Contractor, Inc.

Title: President

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

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

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: John G Buck
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 75 Orville Drive Suite 1
   City: Bohemia State/Province/Territory: NY Zip/Postal Code: 11716
   Country US
   Telephone: 6312777700

   Other present address(es):
   City: State/Province/Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

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

President	01/13/2019	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   I have 50% equity interest

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
   YES [ ] NO [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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

Hinck Electrical Contractor, Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
John G Buck [JOHN.BUCK@HINCKELECTRIC.COM]

President
Title

01/28/2020 11:37:40 AM
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: Frederick Finley
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 75 Orville Drive, Suite 1
   City: Bohemia State/Province/Territory: NY Zip/Postal Code: 11716
   Country US
   Telephone: 6312777700

   Other present address(es):
   City: State/Province/Territory: Zip/Postal Code:
   Country:
   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	11/01/1998
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.
   37% owner

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

Hinck Electrical Contractor, Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Fred Finley [FRED.FINLEY@HINCKELECTRIC.COM]

Secretary
Title

01/30/2020 11:05:46 AM
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: Craig Hinck
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 75 Orville Drive Suite 1
   City: Bohemia State/Province/Territory: NY Zip/Postal Code: 11716
   Country US
   Telephone: 6312777700

   Other present address(es):
   City: State/Province/Territory: Zip/Postal Code:
   Country:
   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	08/05/1993		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   13% ownership

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
   YES [ ] NO [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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

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

Hinck Electrical Contractor, Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Craig Hinck [C.HINCK@HINCKELECTRIC.COM]

Vice President
Title

01/28/2020 02:18:23 PM
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: 11/04/2019

1) Proposer's Legal Name: Hinck Electrical Contractor, Inc.

2) Address of Place of Business: 75 Orville Drive Suite 1

City: Bohemia State/Province/Territory: NY Zip/Postal Code: 11716

Country: US

3) Mailing Address (if different):

City: State/Province/Territory: Zip/Postal Code:

Country:

Phone:

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

4) Dun and Bradstreet number: 057716078

5) Federal I.D. Number: 11-2215346

6) The proposer is a: Corporation (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, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [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, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [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.

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.

if a potential conflict arises we would take the necessary steps required by the county and handle it accordingly.

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

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

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

i) Date of formation;

07/02/1970

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

John G Buck President [redacted]
Craig Hinck VP [redacted]
Fred Finley Secreatary [redacted]

No individuals with a financial interest in the company have been attached..

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

John G Buck President [redacted]
Craig Hinck VP [redacted]
Fred Finley Secreatary [redacted]

No officers and directors from this company have been attached.

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

70

vi) Annual revenue of firm;

25000000

vii) Summary of relevant accomplishments

Please see attached

1 File(s) Uploaded: Hinck Packet.pdf

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

1 File(s) Uploaded: Hinck Electricians Licenses.pdf

B. Indicate number of years in business.

49

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

We are the go to company for bridge work, traffic signal maintenance, airports

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

Company	Town of Islip		
Contact Person	Michael Bruni		
Address	401 Main Street		
City	Islip	State/Province/Territory	NY
Country	US		
Telephone	(631) 491-0081		
Fax #			
E-Mail Address	mbruni@islipny.gov		

Company	De Bruin Engineering		
Contact Person	Phil Campisi		
Address	11 Union Avenue		
City	Bethpage	State/Province/Territory	NY
Country	US		
Telephone	(516) 513-1311		
Fax #			
E-Mail Address	pcampisi@debruinengineering.com		

Company	Town of Babylon		
Contact Person	John Saraceno		
Address	200 East Sunrise Highway		
City	Lindenhurst	State/Province/Territory	NY
Country	US		
Telephone	(631) 957-3106		
Fax #			
E-Mail Address	jsaraceno@townofbabylon.com		

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

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

CERTIFICATION

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

Name of submitting business: Hinck Electrical Contractor, Inc.

Electronically signed and certified at the date and time indicated by:
John G Buck [JOHN.BUCK@HINCKELECTRIC.COM]

President
Title

02/03/2020 09:42:54 AM
Date

Welcome to Hinck Electrical Contractors.

Excellence in electrical construction since 1970

Since our start, over 48 years ago, we have completed thousands of electrical installations throughout the New York metropolitan area.

Today we are a respected and proven performer in all aspects of electrical construction and maintenance.

News

July 25, 2017: Hinck-Posillico JV Featured in **LICA (Long Island Contractors Association)** Newsletter.

August 2016: Featured In: **Construction in Focus Magazine.**

GLOBAL TRAFFIC TECHNOLOGIES

July 2011: Brookhaven, NY Makes Way for Emergency Vehicles.

January / February 2010: BNL's National Synchrotron Light Source II moves forward.

Hinck Electric
LIRR Experience

LIRR Wreck Lead Submarine Cable Replacement Design Build (2015-2017)
Contract Price: $10,100,000
Owner: LIRR
Completion Date: December 2017
Description: Joint Venture Prime Contract with Posillico a Design Build Project.
The project consisted of completing the LIRR design and replacing all Super Storm Sandy-damaged submarine cables at the Wreck Lead Bridge. This included the installation of nearly two miles of signal, power and communication submarine cables, almost a mile of underwater installed HDPE conduit, 13,000 feet of bridge mounted fiberglass conduit, navigation lights, 600V multi-conductor cables, lab testing of sub cables, new steel platform, related marine support (barges, boats, divers etc.), concrete mattresses and finally, the removal of the existing damaged submarine cables once the new ones were energized.

Babylon Train Wash (2010-2012):
Contract Price: $1,500,000.00
Owner: LIRR
Completion Date: 2012
Description: Subcontractor to Fortunato to do full installation of all electrical systems for new Train Wash, including Solar Panel installation.
Contact Information: Barney Fortunato (631) 567-7200

Wreck Lead Bridge Submarine Cable Replacement (2007)
Contract Price: $1,600,000.00
Owner: LIRR {Ron Fioriello & Neville)
Completion Date: 2007
Prime Contractor working directly for LIRR replacing 12 runs of 2000MCM track power submarine cable as well as 2 runs of 37 /C #14 control cable, all the while keeping the existing LIRR Bridge fully operational.

Oyster Bay Railroad Yard (2000)
Contract Price: $1,400,000.00
Owner: LIRR
Completion Date: January, 2000
Complete electrical work associated with new railroad yard including site lighting, wayside power stations, 2 complete pre-fabricated electrical service buildings, extensive ductbanks along with 600V and 15KV cabling. Contact Information: Penza Associates (631) 242-4146

Speonk Railroad Yard (1998)
Contract Price: $1,650,000.00
Owner: LIRR
Complete electrical work associated with new railroad yard including site lighting, wayside power stations, 2 complete pre-fabricated electrical service buildings, extensive ductbanks along with 600V and 15KV cabling. Contact Information: Rail Road Construction {973) 242-4146 George

Huntington Railroad Station Rehabilitation (1998):
Contract Price: $870,000.00
Owner: LIRR
Completion Date: 1998
Complete electrical work associated with new platforms including ductbanks, platform lighting, overpass work, under-platform conduit and cable.

Port Jefferson to Huntington Signal Power Line 2200 Volt (1992)
Contract Price: $4,022,000.00
Owner: LIRR
Completion Date: June 1992
Job consisted of the installation of 2/C #2/0 5kv cable alongside railroad tracks from Huntington to Port Jefferson along with three generator building, and all associated hi-voltage splicing and termination.

LIRR Wreck Lead Bridge (1989)
Contract Price: $3,200,000.00
Owner: LIRR
Completion Date: May 15, 1989
Incredibly complex signal, communication and track power electrical job including substantial submarine cables was to be completed in the unheard of time of 7 months. This job is a good representation of how effectively Hinck Electrical has shown itself to be on an extremely complex job in terms of its scheduling and management procedures.

Port Jefferson Fuel Facility (1989)
Contract Price: $200,000.00
Owner: LIRR
Completion Date: March, 1989
Electrical work associated with new diesel fuel recovery system located under the tracks at Port Jefferson Station including power, leak detection and overfill alarm.
Contact Information: Penza Associates {631) 242-4999 George

Stony Brook Railroad Station (1989)
Contract Price: $771,000.00
Owner: LIRR
Completion Date: January, 1989
Complete renovation of existing Stony Brook Railroad Station including all electrical work associated with installation of new train platforms, track signaling and communication systems, crossing gates, under track precast conduits, overhead pole lines, etc.
Contact Information: Penza Associates {631) 242-4999

LILCO-LIRR Electrification (1988)
Contract Price: $3,000,000.00
Owner: LILCO, LIRR
Completion Date: 1988
Job consisted of installation of approximately ten miles of 15kv 750MCM direct burial cable at six different locations within Nassau & Suffolk County between LILCO unit substation and LIRR rectifying stations with all hi-voltage splicing being our responsibility except those within the LILCO Substation.

Ronkonkoma Welfare Building (1987)
Contract Price: $600,000.00
Owner: LIRR
Completion Date: December, 1987
Job consisted of complete electrical work on a new LIRR maintenance and operation center including 13 track yards, signal and communication work, fire alarm, power: yard switches, track snow and ice melting system, and signaling system. Contact Information: Slattery Associates, Inc. (718) 767-2600 Lenny Fleischman. Long Island Railroad (718} 990-8180 Joe Ferrar

Deer Park, Brentwood, Wyandanch, & Central Islip Train Stations (1987)
Contract Price: $500,000.00
Owner: LIRR
Completion Date: October, 1987
Job consisted of the electrical work on new stations at each of the above sites including new platform lighting, platform telephones, power, signal and communications.

Hinck Electric
Medium and High Voltage Substation Experience

Village of Rockville Centre Ocean Ave. & Maple Ave. Substations: 2.6 million
Brand new from the ground up 35KV substation at new Ocean Ave. yard as well as addition to existing Maple Ave. substation. Including new substation building, insulators, medium voltage cabling, structural steel, fiber optics, etc.

BNL NSLS II SITE PREPARATION ($250,000) Furnishing and installation of 15kv primary electric service and telephone service. 15kv splicing and terminations. Installation of supplied primary transformer.
Contact: Tom Nehring (631) 344-5275

BNL AGS MMPS TRANSFORMER YARD UPGRADES ($120,000) Removal of large existing concrete transformer pads, with monitoring by industrial hygienist. Installation of 2 new large concrete transformer pads, underground conduit, quazite manholes, grounding and blue stone work.
Contact: Dennis Dansiglio (631) 344-5278

BNL ELECTRICAL DISTRIBUTION UPGRADE ($4,000,000) Refurbishment of BNL's Underground 13.8KV and 2.4KV electrical distribution system.
Contact: Swapna Mukherji (631) 344-2579

BNL 2400V DISTRIBUTION: ($500,000) Installation of 1000MCM, 750MCM, 600MCM, 500MCM, 5kv, 133% insulation cables through new concrete encased ductbanks including 5kv, Raychem terminations and 5kv splices (some lead splicing)
Contact: Tom Nehring (631) 344-5275

BNL 15KV OVERHEAD POLE LINE: ($800,000) Installation of 15kv overhead transmission lines (1192MCM bare aluminum) at Brookhaven National Laboratory (approx.. 2 miles in length) included installation of poles, crossarms, potheads, down-guys, insulators, cables through underground ductbanks including Raychem terminations.
Contact: Dennis Dansiglio (631) 344-5278

BNL SUBSTATION 631: ($700,000) Complete addition to existing substation including installation of overhead bus, 10 MVA transformer, oil switch, 3 air switches, 1000MCM 15kv 133% 750MCM, 15kv 133% through underground conduit including Raychem terminations, 15kv switchgear, steel structural supports and insulators.
Contact: Roy Butler (631) 344-3456

BNL IMPROVE SERVICE: ($250,000) Installation of new 15kv 500MCM cables including Raychem terminations and 15kv splicing in manholes.
Contact: Abbas Wesson (631) 344-5276

BNL WASTE MANAGEMENT FACILITY: ($2,000,000)
Complete brand new facility consisting of 4 brand new building, with all new electrical systems, installation of 15kv 350MCM, 133% copper cable through existing ductbanks including Raychem
Contact: Jim Wright – (631) 344-4606

BROOKHAVEN FEEDER & TRANSFORMER UPGRADE: ($800,000)
Removal of one existing 10MVA, 69kv/13.8kv transformer with ancillary equipment, one existing 1MVA transformer, 2 69kv OCB's etc.. and then installing 1 new 20MVA 69KV/13.8 KV transformer with oil fill, and assembly, 2 new SF6 GAS 69kv C.B.'s, 250MCM 15kv cable, numerous 15kv terminations 69kv work, ductbank, conduit and wire and testing and start-up of equipment, all within an existing substation yard.

TRANSFORMER REDUNDANCY & DUCTBANK INSTALLATION: ($250,000)
Job consisted of installation of owner furnished 5000KVA (15kv to 2.4kv) transformer weight with oil 35,400 lbs. new 15kv ground mounted switch, related structural support steel, grounding and hi-voltage (15kv) cable (some of it aerial) **and splices.**

BNL ELECTRICAL SYSTEM MODS PHASE I & II ($4,000,000):
Very large projects consisting of complete replacement of two substations, ductbanks, 15kv cable, 5kv cable, civil work etc..

BNL SECURITY SYSTEM ($100,000):
New traffic gates, ductbanks, electrical feed.

BNL NSLS-II SITE ELECTRIC ($6,000,000)
Installation of ductbanks and manholes at BNL SLS II project. Included is installation of 5 miles of 1000MCM 15kv, 15miles of 500MCM 600v, all with associated ductbanks.
Contact: Tom Nehring (631) 344-5275

NORTHPORT VA FEEDER REPLACEMENT ($500,000):
Replacement of new 15kv 350MCM and 15kv 500MCM feeder throughout project.
Contact: Kevin Chilton (631) 584-5625

Hinck Electric
Design Build Work Experience

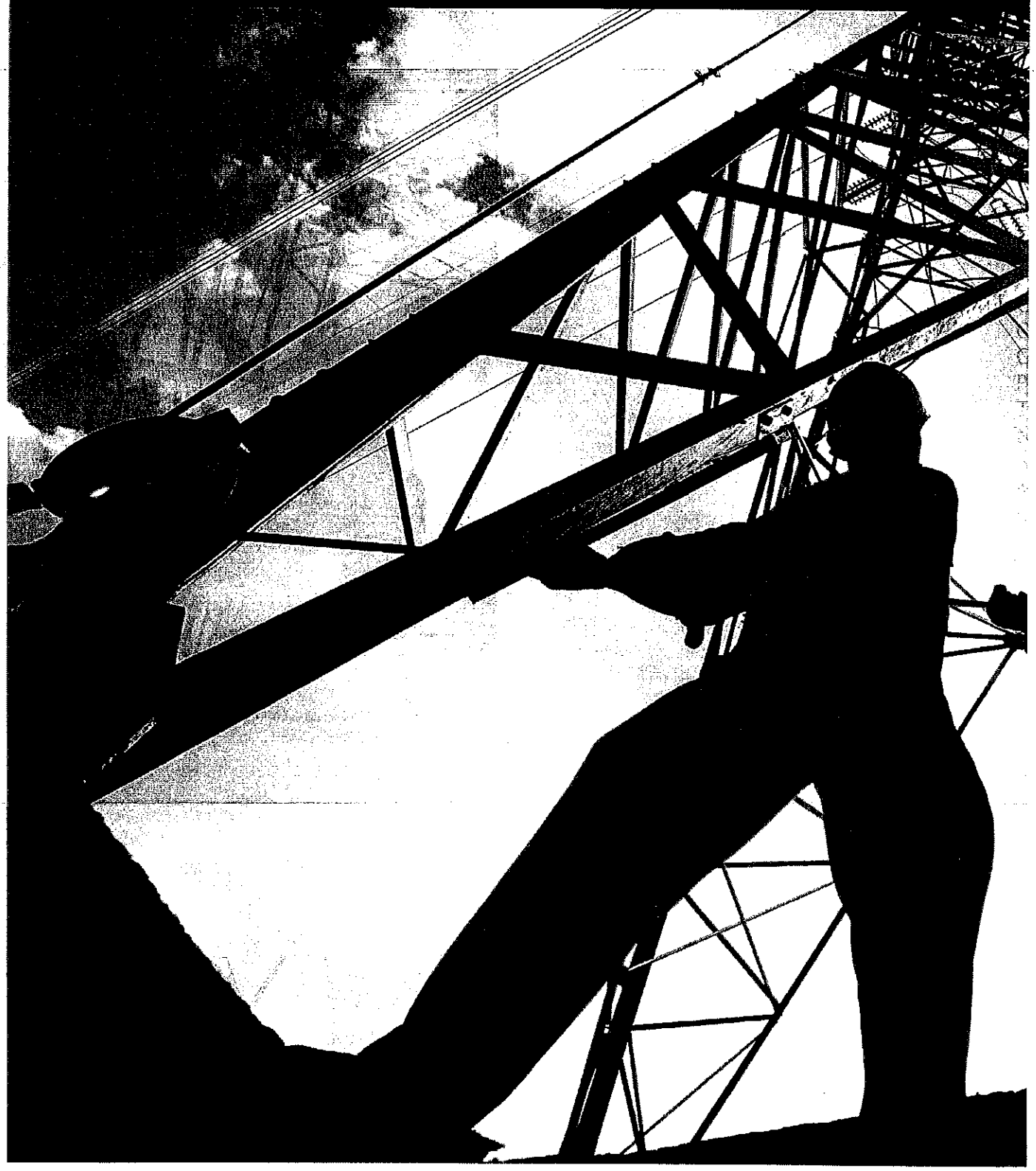
LIRR Wreck Lead Submarine Cable Replacement Design Build 2015-2017
Contract Price: $10,100,000
Owner: LIRR
Completion Date: December 2017
Description: Joint Venture Prime Contract with Posillico a Design Build Project.
The project consisted of completing the LIRR design and replacing all Super Storm Sandy-damaged submarine cables at the Wreck Lead Bridge. This included the installation of nearly two miles of signal, power and communication submarine cables, almost a mile of underwater installed HDPE conduit, 13,000 feet of bridge mounted fiberglass conduit, navigation lights, 600V multi-conductor cables, lab testing of sub cables, new steel platform, related marine support (barges, boats, divers etc.), concrete mattresses and finally, the removal of the existing damaged submarine cables once the new ones were energized.

Carlls Straight Path Bridge Over I-495 (2015)
Contract Price: $600,000.00
Owner: NYSDOT
General Contractor -El-Sol Contracting
Percent Complete: About 40%
This design build project consists of removing and replacing 2 brand new traffic signals at the North and South service roads. In addition, all the Inform Systems located in the bridge deck as well as on the Long Island Expressway had to be temporarily powered and maintained while the new infrastructure is built. Project also included many large 6" utility conduits that had to be installed under the bridge with Route 110 over Route 27. Contact Information: Michael Androsiglio 631-647-3761

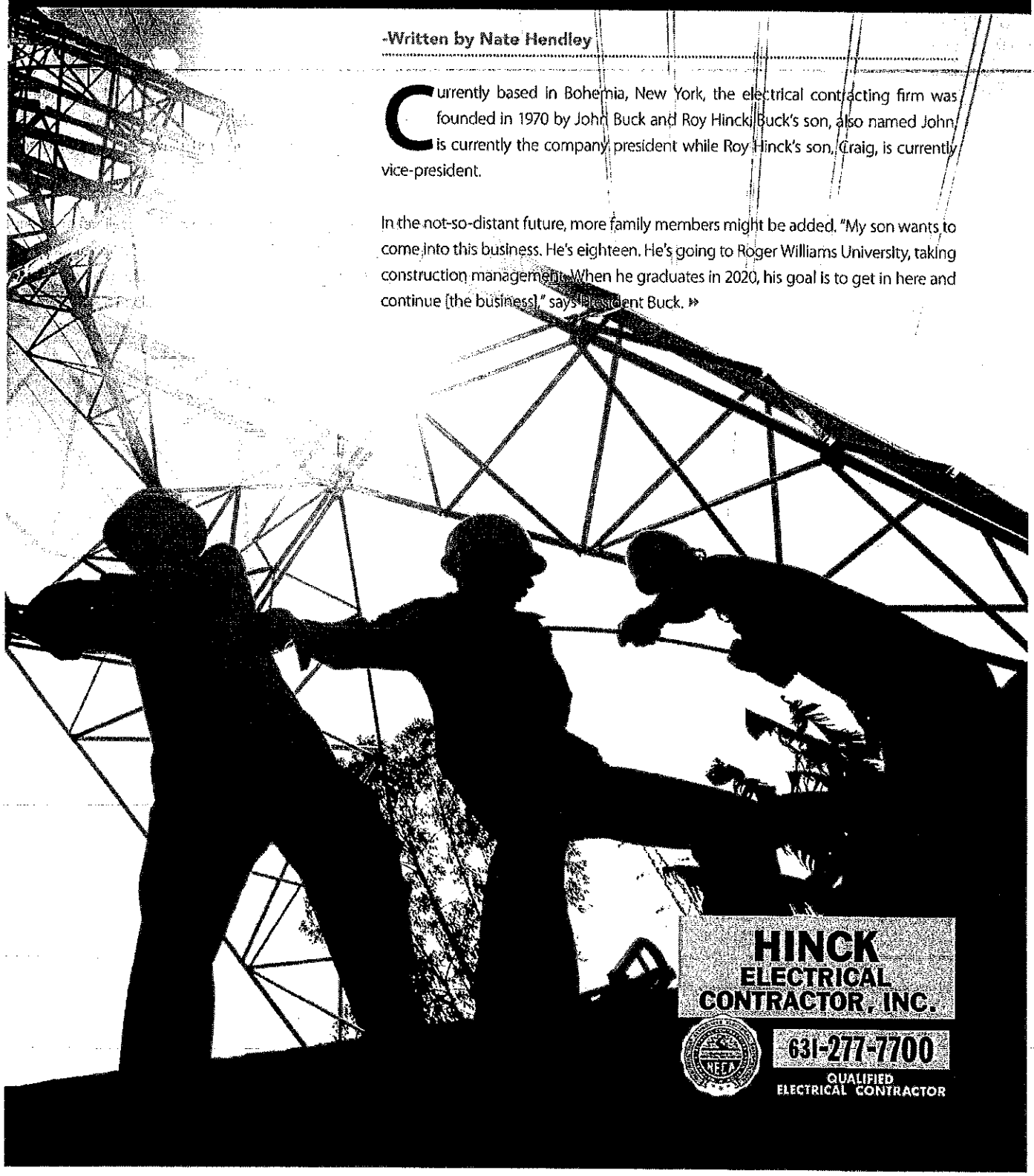
Route 110 Over Route 27 (2015)
Contract Price: $500,000.00
Owner: NYSDOT
General Contractor: Bove Industries
Percent Complete: 1%
This design build project consists of building a brand new bridge over Route 27. The old bridge has many Verizon and utility conduits as well as Inform Systems that must be maintained during construction. We must design and build a temporary lighting street lighting system as well as a temporary data link for the Inform equipment (surveillance cameras & VMS signs). During the construction of the bridge we will install new conduits.
Contact Information: Ralph Lapadula 631-331-8500.
Job consisted of rehab of dual bascular span drawbridge with completely refurbished electrical system including new submarine cables, new nav lts, conduit and wire traffic gates and signals, roadway lights, standby generator, etc.

A LONG ISLAND FIRM

Builds a Strong Reputation



Hinck Electrical Contractor, Inc., of Long Island, New York has a reputation for tackling tough jobs, while maintaining family ties and ensuring employee loyalty. The company also prides itself on its wide array of services.



-Written by Nate Hendley

Currently based in Bohemia, New York, the electrical contracting firm was founded in 1970 by John Buck and Roy Hinck. Buck's son, also named John, is currently the company president while Roy Hinck's son, Craig, is currently vice-president.

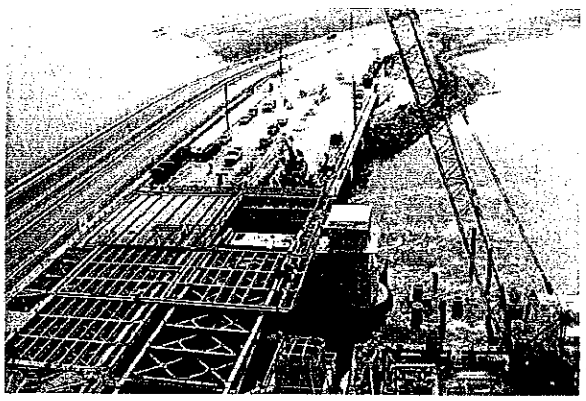
In the not-so-distant future, more family members might be added. "My son wants to come into this business. He's eighteen. He's going to Roger Williams University, taking construction management. When he graduates in 2020, his goal is to get in here and continue [the business]," says President Buck. »

The company's main focus at present is Long Island, though "for the right projects, we do occasionally work in the five boroughs [of New York City] as well as occasionally even into upstate New York," says Buck.

Hinck has not ventured into other states yet, though "for the right opportunity, we would absolutely consider it," states the company president.

In 2015, Hinck's revenues came to $17 million. This year, revenues are forecast to nearly double. "Fiscal 2016 will be our highest sales volume year in Hinck Electric's history, with us projecting sales volume close to 30 million," says Buck. At present, Hinck employs about sixty workers, but that figure might leap to eighty by the end of summer.

Over the decades, Hinck has earned a reputation for doing difficult jobs that other companies either can't or won't take on. "We do like the more technically challenging and involved projects such as design-build, submarine cables and intelligent transportation system projects as well as bascular span drawbridges and medium voltage substations. Although [such jobs] may have a greater risk associated with them, they can also have a higher potential for reward. Because we have so much experience in each of these types of work, I believe that the risk factor to us is far less than it would be for other electrical contractors," says Buck.



Wantagh bascular span drawbridge over sloop channel - Completed 2010. First brand new from the ground up bascular span drawbridge completed on Long Island in past 40 years. This electrical project included complete electrical and control systems, submarine cables, bridge operation, generator building, lighting, etc.. Just to the left of this bridge is the temporary by-pass bridge completed electrically by Hinck Electric in 2001.

> "If one sector of the industry is slow, then we focus on another sector that is not."

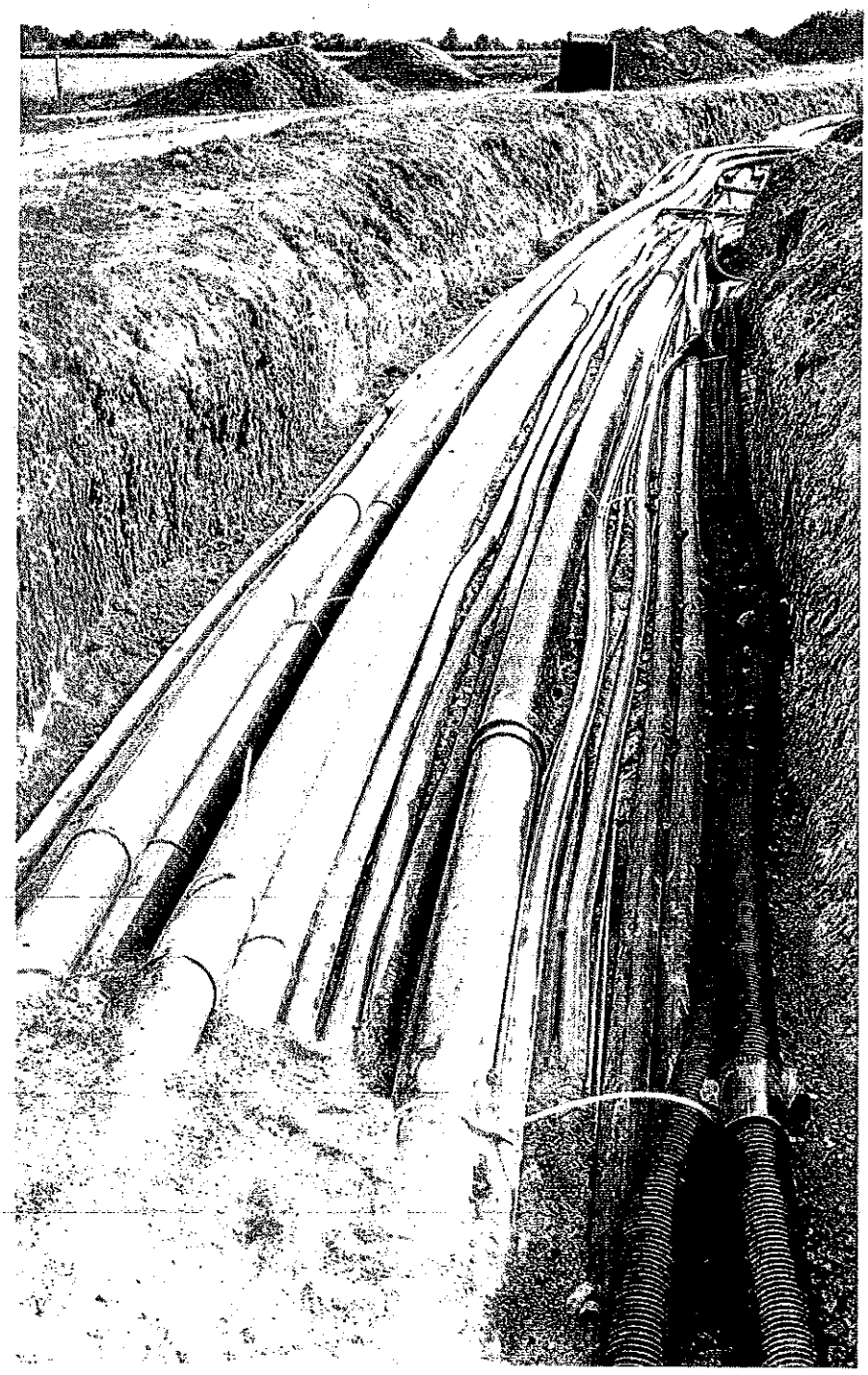
Buck denies, however, that taking on complex jobs is the main 'secret' to Hinck's success. "I believe that is just one portion of it. I believe the greater secret to our success is the fact that we are extremely diversified. We excel at the above jobs I listed but also at much more, such as sewage treatment plants, pumping stations, traffic signal work construction and maintenance, airport runway lighting, ball field lighting, solar power ▸▸

John Buck and Craig Hinck join some of their team in front of the Hinck Office

› installations and more. If one sector of the industry is slow, then we focus on another sector that is not. In our forty-six years in business, this diversification strategy has worked successfully year after year," he explains.

A high rate of employee retention is one of the reasons Hinck can take on so many tough projects and offer such a diversified portfolio.

"People come to this company to work, and they never leave. It is a very positive, team-oriented environment where success and loyalty are expected and rewarded. People here recognize that and say this is the place they want to work at for the rest of their lives. Our extremely low employee turnover rate reflects that fact. We look for people who are eager to learn, willing to work hard and enjoy working in a team environment," says Buck.



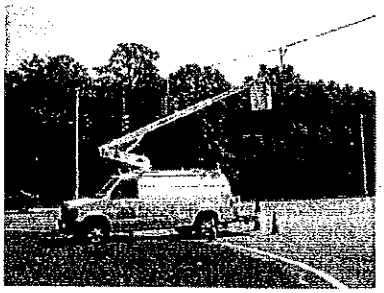
Hinck works to maintain a similar sense of loyalty with its suppliers. The company views suppliers and vendors "as teammates we need to help us win bids. We know if we pay timely, live up to our word, treat them with integrity in our dealings with them than most of the time they will do everything they can to help us win the next project. This over time can lead to advantages in the market. Contractors should not forget we need good suppliers as much as they need us," says Buck.

"We look for suppliers who live up to what they say in terms of delivery dates, terms et cetera, as well as competitive pricing and a willingness to work with us to help us meet our needs," he adds.

> "The company views suppliers and vendors 'as teammates we need to help us win bids.'"

Hinck belongs to several organizations and is a union contractor. The company is a member of the National Electrical Contractors Association (NECA), the Long Island Contractors Association (LICA) and the International Brotherhood of Electrical Workers (IBEW).

Buck cites a few recent jobs Hinck has been involved with that are particularly noteworthy: "A couple of projects stand out in my mind that I think really shows



Traffic signal relamp at Town of Brookhaven intersection. Hinck is a leading traffic signal maintenance contractor on Long Island, currently maintaining over 1000 signals – 24 hours a day, 7 days a week.

Installation of 15KV 750MCM cable at Brookhaven National Laboratory. Part of Hinck's highly acclaimed, three year upgrade project at BNL which included four brand new 13.8KV to 2.4KV substations, new 13.8KV and 2.4KV feeders, new duct banks, and related high voltage splicing and terminations.

how diversified our capabilities are. One is, the Brookhaven National Lab NSLS-II project, which was a $1 billion dollar initiative undertaken by the federal government under the Federal Stimulus package. This involved building one of the most advanced synchrotrons facilities in the world. We had the site electrical sub-contract. Our responsibilities included eight unit substations, six inch and four-inch duct banks throughout forty acres of land, five miles of 1000MCM, 5KV cable, fifteen miles of 500MCM, 600V cable, three site pump stations and emergency generators. Despite some difficult challenges, the job was a great success," he states.

"Another job we are very proud of that is still ongoing is our NYSDOT (New York State Department of Transportation) region 10 INFORM traffic management system maintenance contracts ... these were won in August 2013 and will continue until at least 2019. The two contracts total over $20 million. We are very proud to have [these contracts] because it took many, many years of traffic signal installation and maintenance and other ITS (Intelligent Transportation System) type projects to develop the qualifications necessary to be even be allowed to bid this type of work. The work involves maintaining the NYSDOT's region 10 INFORM computerized traffic management system which incorporates freeway surveillance on all major east-west and north-south highways and parkways on Long Island using vehicle detectors, message board signs, ramp metering control, CCTV and other kinds of traffic control and communication equipment."

"Another job that I think again shows how diversified we are that we are currently in the middle of is the [Wreck Lead Bridge submarine cable] replacement project. For this approximately $10 million design-build project, we bid prime as a joint venture with Posillico Inc., whom we consider one of the top general contractors in the New York metro area. The job involves replacing sixteen submarine cables damaged by Hurricane Sandy," and other work, all the while "trying to minimize any downtime ⏩

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to rail traffic across a very busy elevated rail bridge. We have just completed the design portion and expect to start construction within the next few weeks with the project to be substantially complete by March 2017."

The company also did quite a bit of work following the devastation of Hurricane Sandy, which hit the eastern seaboard in 2012.

"Following Sandy, Hinck was inundated with work from different municipalities and agencies all over Long Island. From assisting the five major towns that we have traffic signal maintenance contracts with getting all the damaged traffic signals back and up and functioning to getting NYSDOT drawbridges that had been damaged by flooding functional again to assisting Nassau County get its flooded sewage pumping stations back on line we were busy for many, many months with millions of dollars work of work in repairs. Sandy-related work still continues, as strengthening and adding reinforcement against potential future flooding is still a priority throughout Long Island," says Buck.

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Congratulations Hinck on a great year!
CIVIL | MATERIALS | ENVIRONMENTAL | PAVING | DRILLING | CONSULTING | DEVELOPMENT

Hinck Electric currently has both the Northern and Southern Corridor contracts of NYSDOT's Region 10 INFORM Maintenance. INFORM is a computerized traffic management system, incorporating freeway surveillance using various types of vehicle detectors, variable message board information signs, ramp metering control, closed circuit television, and other various traffic control and communication equipment. The highways to be maintained include all major East West and North South Highways and Parkways on Long Island. Pictured here is that portion of Hinck Electric's truck fleet devoted exclusively for these INFORM Maintenance contracts.

Hinck's marketing is largely based on referrals and testimonials from satisfied customers. "We really do not go out of our way to promote the company but instead rely on word-of-mouth to spread our reputation. We do, however, have a website available, really for information purposes so owners, municipalities or general contractors can get a better understanding about what we do and what we are about. I believe, however, that over forty-six years, most people in the construction industry on Long Island know about Hinck Electric and our excellent reputation," he says.

As for the future, Buck says, "our goal is to continue to grow and capture more and more of the market share of the electrical industry here on Long Island but also to give consideration to further expanding our presence in the New York City market."

"The only thing I would like to let people know is that Hinck takes great pride in every project we do. Our people truly care about doing a great job and keeping the customer satisfied. Our end goal is to make that customer feel that he will never want to do another electrical project without Hinck Electric involved as his electrical subcontractor," states Buck. ■

ROBERT J. FREY AGENCY

Bonding and Insurance

Thank you Hinck for 30 years together.

294 Hempstead Avenue
Malverne, New York 11565

Tel. (516) 825-8351
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LOCAL 25 IBEW
THE CONDUIT
SINCE 1932
LOCAL 25 - I.B.E.W., Nassau and Suffolk Counties, Long Island, NY
January / February 2010

BNL's National Synchrotron Light Source II Moves Forward

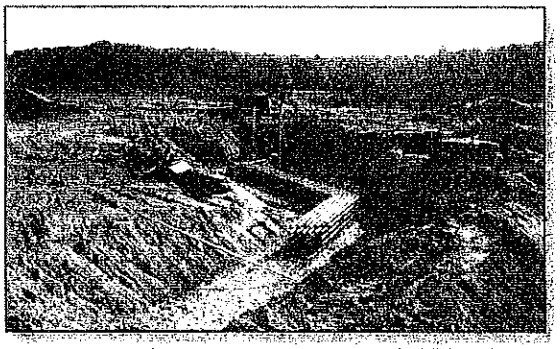
The NSLS-II project at Brookhaven National Laboratory is finally under construction. The 912 million dollar facility is located on some 40 acres of property just east of the newly completed CFN Nanocenter. When completed in 2014/15, the research center will allow for unprecedented levels of examination regarding small particle discoveries into medical, energy and material sciences.

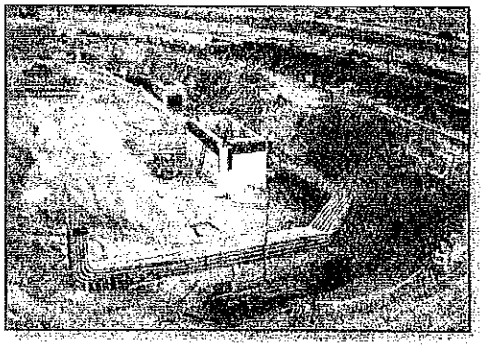
Currently Local 25 has two contractors working at the site. Gordon L. Seaman has been awarded the contract for the electrical construction of the building. Hinck Electric has been awarded the contract for the network of electrical site distribution associated with the facility. To appreciate the scope of the site distribution work, it involves installation of the following equipment: 8 unit substations, 8 4000A-480V 3 phase services, 5 miles 1,000 KCMIL 15KV cable (parallel sets), 15 miles of 500 KCMIL 600V cable – (all with associated 6" and 4" PVC duct banks), 3 site pump stations, 2-700 KW emergency generators with 10 ATS's and numerous duct bank runs – some ranging almost 20 feet below grade. There is also an addition to the nearby substation (with an associated duct bank) being done by Bana Electric. This will be used to provide the new NSLS with its own primary service.

(L-R) Andrew Ferrizz, Sam Parris, Marty Johnson, John Martyn, Matt Baumer.

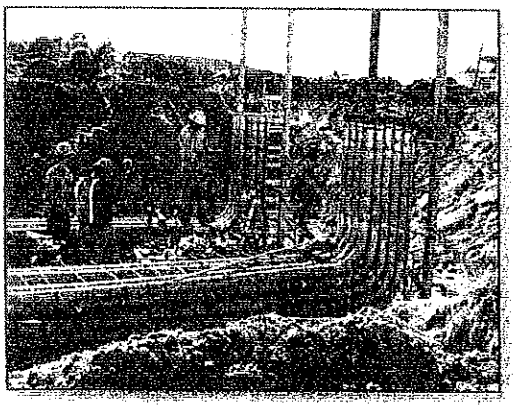
Construction schedules should continue to ramp up with increases in manpower support taking place throughout 2010 and well into 2011 and 2012. There is also

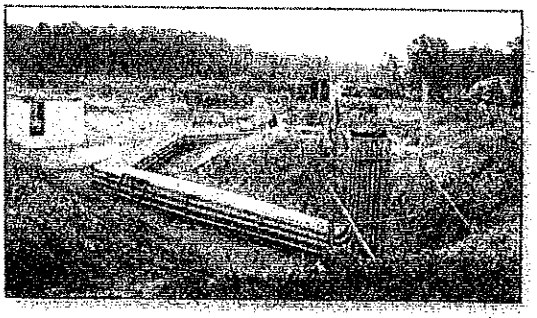
(Continued on page 5)





stimulus money coming to the lab to help with other construction projects most notably the 65 million dollar Interdisplinary Science Building (ISB), which is scheduled to start in 2010. The photos were taken by Hinck Electric Foreman John Martyn as construction of the site's duct banks progressed during 2009.





A Dead Circuit Never Killed Anyone

LICA'S **LATEST**

PROJECT PROFILE: LIRR CONTRACT #6183 – HINCK-POSILLICO JV

When LIRR Contract #6183 "Design/Build Services for the Replacement of Wreck Lead Bridge Submarine Cables" was posted, **Hinck Electrical Contractors** knew it was a project tailor-made for their expertise. Not only does the Bohemia-based company have extensive submarine cable, Design-Build and LIRR work experience, but they've also worked on the sub cables of this exact same bridge back in 1988 and 2009. Hinck's 47 years of electrical construction experience coupled with **Posillico** providing all the civil work made for a very strong team. Posillico's design/build experience and their positive relationship with the LIRR only further enhanced the team's qualifications. To round out the team for the design portion of the project, Hardesty & Hanover was selected for their extensive submarine cable and bridge design experience.

After months of work to complete LIRR's complex RFP process, the contract was finally bid on 9/3/15. The **Hinck-Posillico JV** bid of $10,031,000 was determined to be the LIRR's best value proposal beating out Mass Electric's proposal of $12,776,000. And, after further discussions with the LIRR regarding scheduling and other issues, the project was finally awarded near the end of 2015.

With the long lead time required for submarine cables, construction finally began, in earnest, in September 2016. The project consisted of completing the LIRR design (from 30% to 100%), and replacing all Super Storm Sandy-damaged submarine cables at the Wreck Lead Bridge. This included the installation of nearly two miles of signal, power and communication submarine cables, almost a mile of underwater installed HDPE conduit, 13,000 feet of bridge mounted fiberglass conduit, navigation lights, 600V multi-conductor cables, lab testing of sub cables, new steel platform, related marine support (barges, boats, divers, etc.), concrete mattresses and finally, the removal of the existing damaged submarine cables once the new ones were energized.

The need to work within required Coast Guard regulations and the fact that the bridge needed to remain operational during the entire process were just two of the challenges this project presented. This meant dealing with constant train traffic, as well as difficult weather conditions (wind, waves and ice) and the inherent difficulties of any underwater installation. But with 98% of the work now completed, Hinck expects the project to be fully finished within the next few months. And, despite all the challenges, the joint venture of Hinck-Posillico JV will be able to say they have safely and successfully completed the project, on-time and under the LIRR's budget.

For more information about Hinck Electric, who has been providing excellence in electrical construction since 1970, visit www.hinckelectric.com or contact John Buck, President, at: 631-277-7700 ext. 104. For more information about Posillico and their many areas of expertise, visit their website at www.posillicoinc.com.

HINCK ELECTRICAL CONTRACTOR

(http://www.hinckelectric.com/)

A sampling of our major customers include:

New York State Department of Transportation

Long Island Rail Road

Brookhaven National Lab

Nassau County Department Of Public Works

Suffolk County Department Of Public Works

Suffolk County Water Authority

New York State Facilities Development Corporation

Northrop Grumman

Hinck Electrical Contractor, Inc.

Primarily serving Long Island, as well as New York City's five boroughs, and upstate New York.

John Buck
President
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Craig Hinck
Vice President
c.hinck@hinckelectric.com (mailto:c.hinck@hinckelectric.com)

75 Orville Drive
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Fax: (631) 277-7833

In addition, we serve all major municipalities in Nassau and Suffolk Counties

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Hinck Electrical Projects Overview

- Design/Build Projects
- Traffic signal installation and maintenance work
- MTA work
- Solar Power Installations
- Ball-field lighting
- Fiber optic cable installations
- Parking lot lighting
- Highway lighting and maintenance
- Medium Voltage work
- Sewage treatment plant work (rehab and new)
- Intelligent Transportation System Projects
- Bascular span drawbridges (rehab and new)
- Airport runway and navigation lighting work
- Complete substation yards (rehab and new)
- Red Light Camera Installations
- Landfills
- Instrumentation
- Submarine Cable Installation
- Water District Pumping Stations

Hinck Electrical Contractor, Inc.

Primarily serving Long Island, as well as New York City's five boroughs, and upstate New York.

John Buck
President
john.buck@hinckelectric.com
LinkedIn Profile

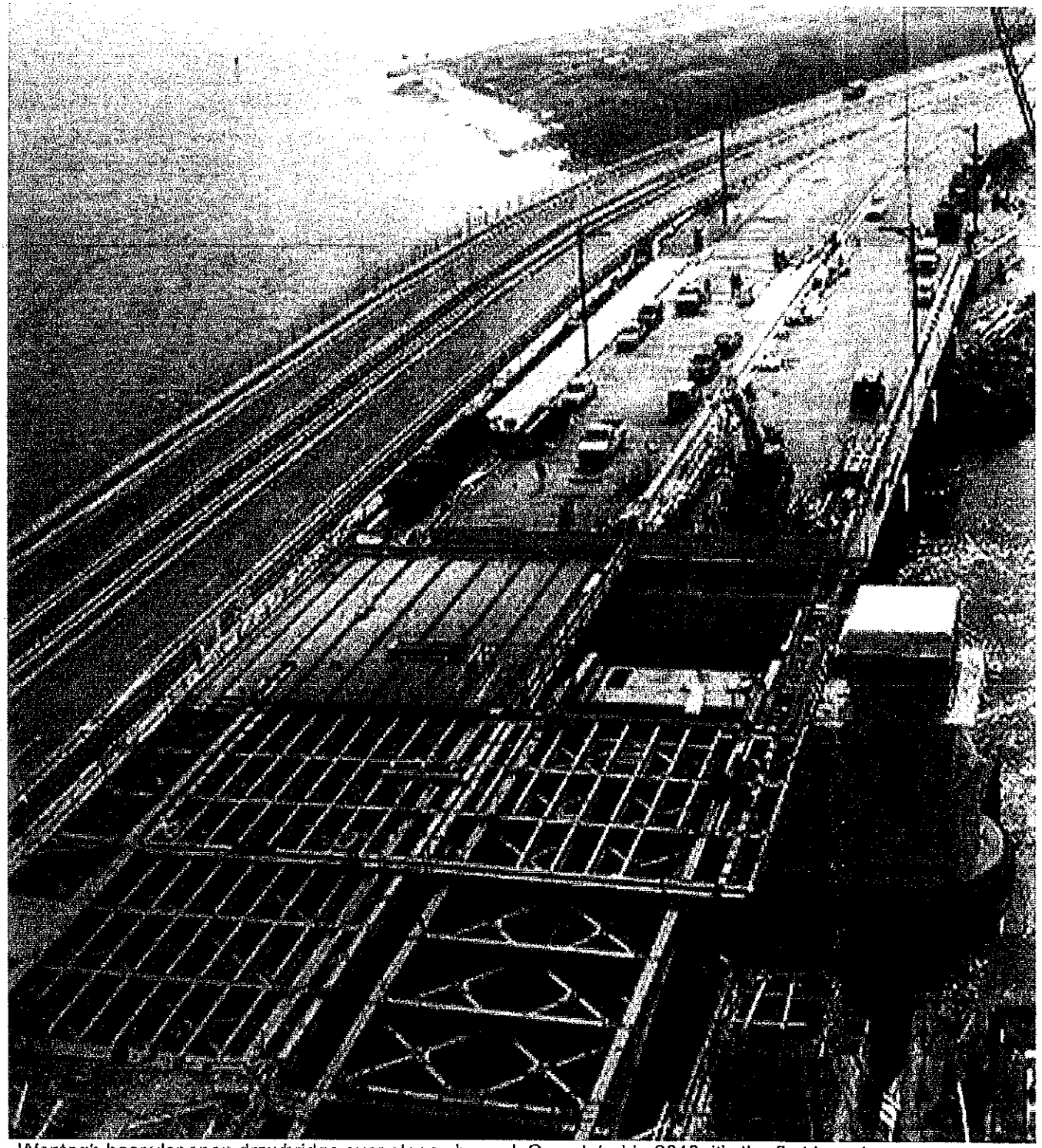
Craig Hinck
Vice President
c.hinck@hinckelectric.com

75 Orville Drive
Bohemia, NY 11716

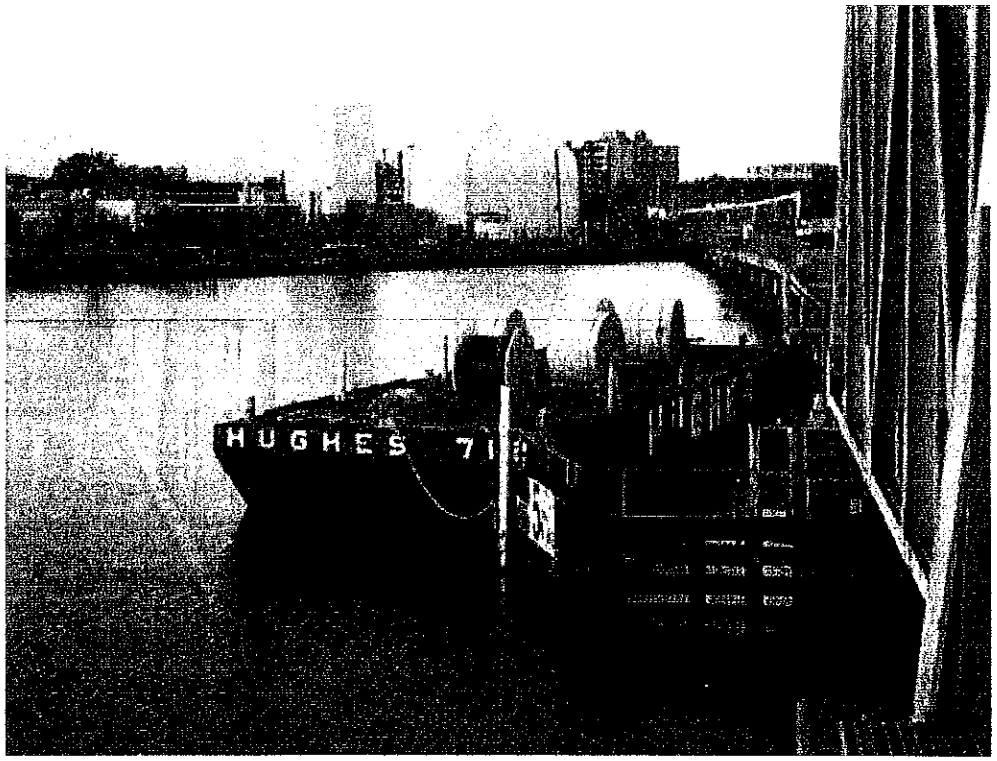
Phone: (631) 277-7700

Fax: (631) 277-7833

SAMPLE PROJECTS

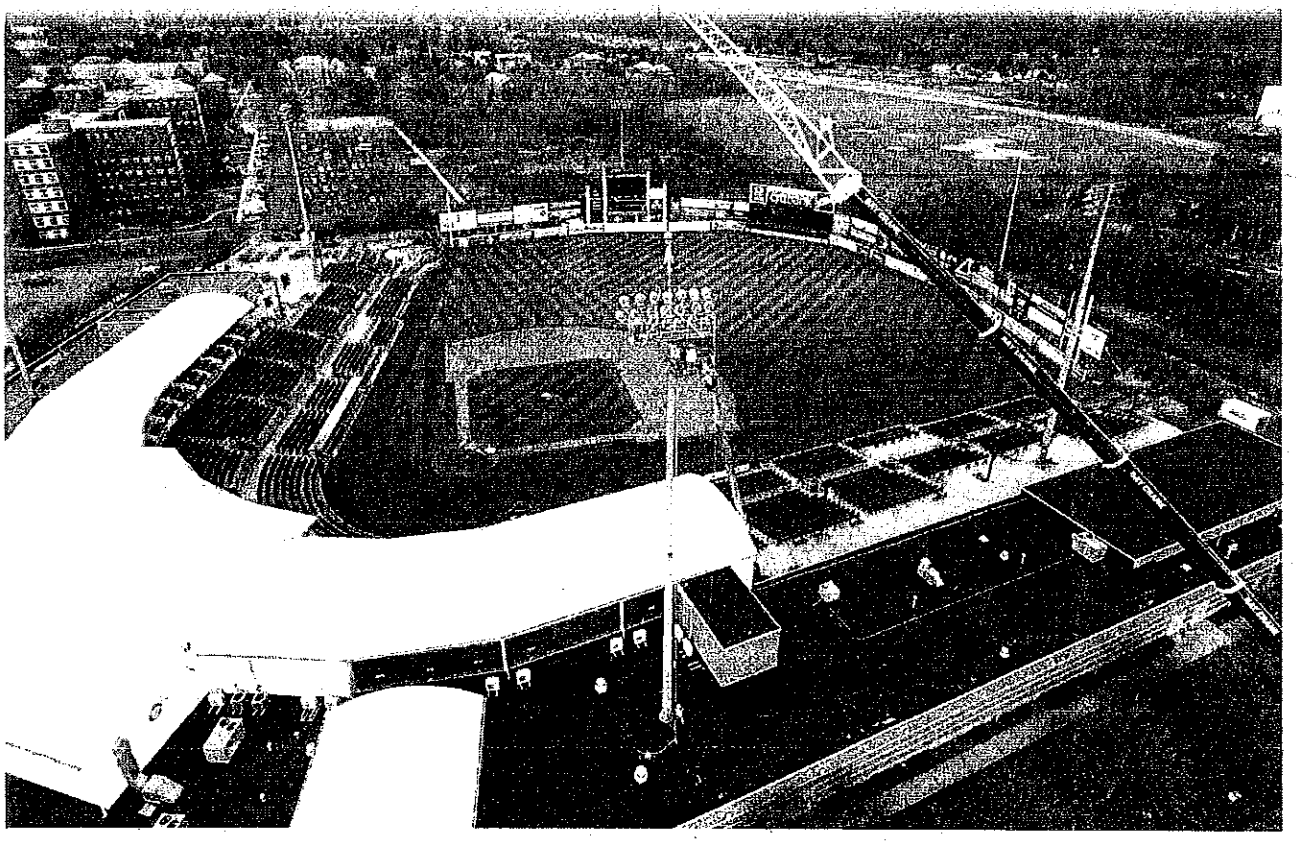


Wantagh bascular span drawbridge over sloop channel. Completed In 2010, it's the first brand new from the ground up bascular span drawbridge completed on Long Island in past 40 years. This electrical project included complete electrical and control systems, submarine cables, bridge operation, generator building, lighting, and more. Just to the left of this bridge is the temporary by-pass bridge completed electrically by Hinck Electric in 2001.



Hinck is the leading installer of submarine cables on Long Island having completed dozens of such installations over the past 30 years. One such installation pictured below shows a staging barge prepared and located to do the underwater installation of 5 reels of 2000 MCM positive cables on one side of the LIRR's Wreck Lead Bridge. This Project involved replacing a total of 12 reels of 2000 MCM traction power submarine cables as well as 2 reels of 37/C#14 Control submarine cable directly for the LIRR and as can be seen had to be done while keeping the existing LIRR drawbridge operational. This job was successfully completed in December 2008.

One of 27 Variable Message Board signs installed by Hinck as part of its 25 million dollar Intelligent Transportation System (ITS) upgrade of the Southern State Parkway which additionally included the installation of over a half a million feet of fiber optic cable, 5 communication nodes, 12 Pole mounted Video Cameras, and 95 video image detection devices (VIDS).



Install of Stadium Lighting at Ducks stadium, Central Islip, NY., One of hundreds of ballfield lighting projects done by Hinck Electric.

Installation of 10 MVA transformer including oil fill and testing. Rockville Centre Power Authority, Maple Ave substation.

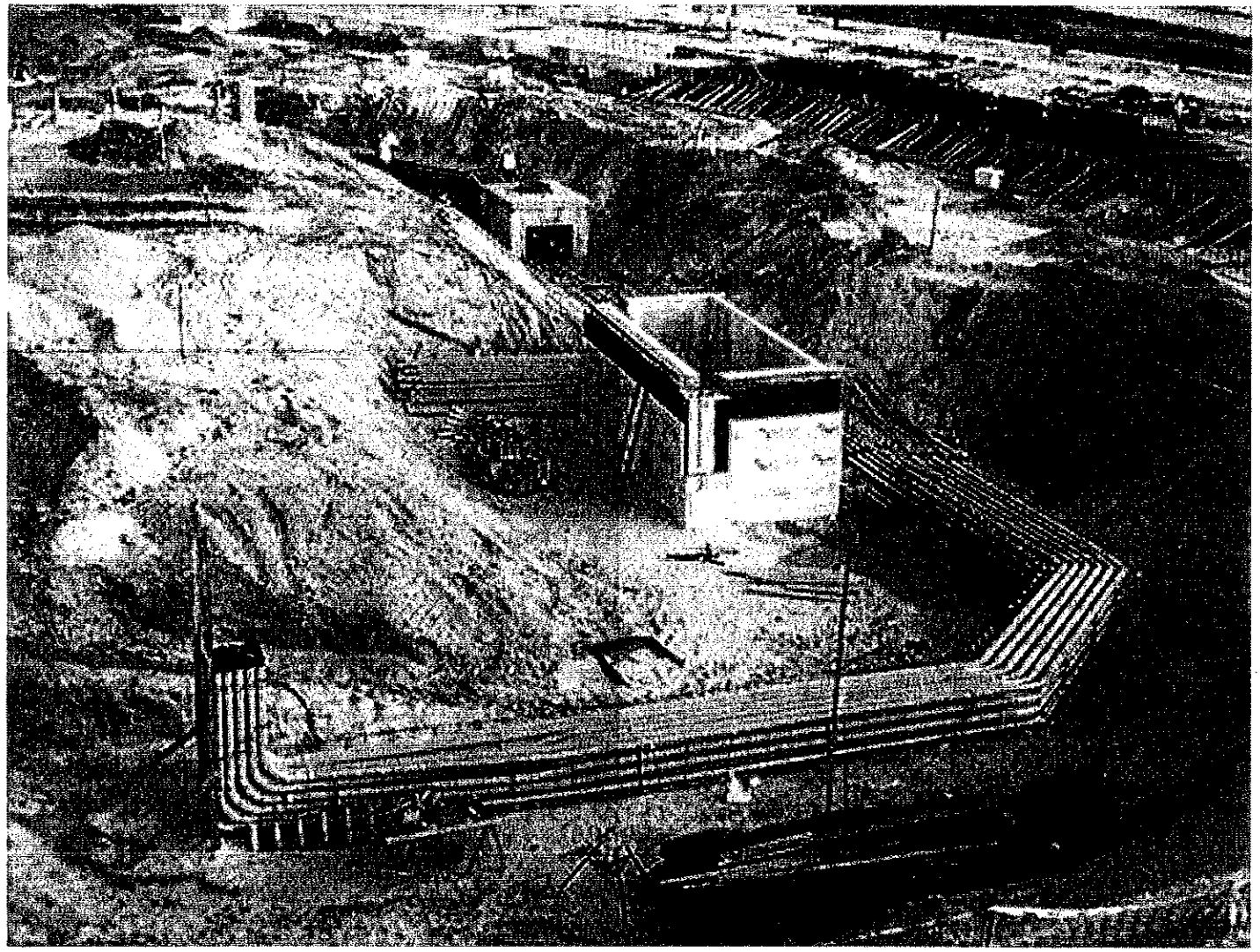
Hinck Electric currently has both the Northern and Southern Corridor contracts of NYSDOT's Region 10 INFORM Maintenance. INFORM is a computerized traffic management system, incorporating freeway surveillance using various types of vehicle detectors, variable message board information signs, ramp metering control, closed circuit television, and other various traffic control and communication equipment. The highways to be maintained include all major East West and North South Highways and Parkways on Long Island. The picture below is of that portion of Hinck Electric's truck fleet devoted exclusively for these INFORM Maintenance contracts.

Traffic signal relamp at Town of Brookhaven intersection. Hinck is a leading traffic signal maintenance contractor on Long Island, currently maintaining over 1000 signals - 24 hours a day, 7 days a week

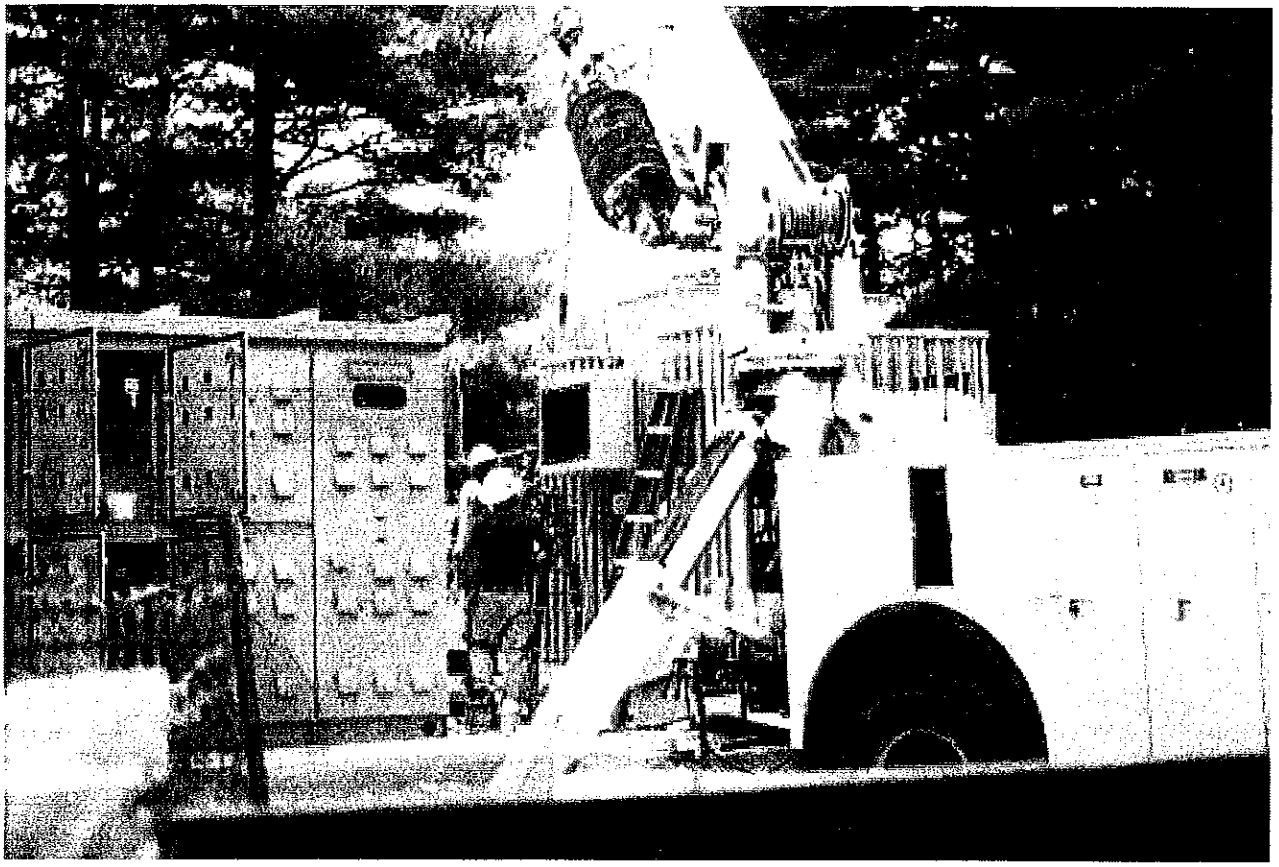
Traffic Signal Relamp...

Installation Of 15KV 750MCM cable at Brookhaven National Laboratory. Part Of Hinck's highly acclaimed, three year upgrade project at BNL which included four brand new 13.8KV to 2.4KV substations, new 13.8KV and 2.4KV feeders, new ductbanks, and related high voltage splicing and terminations

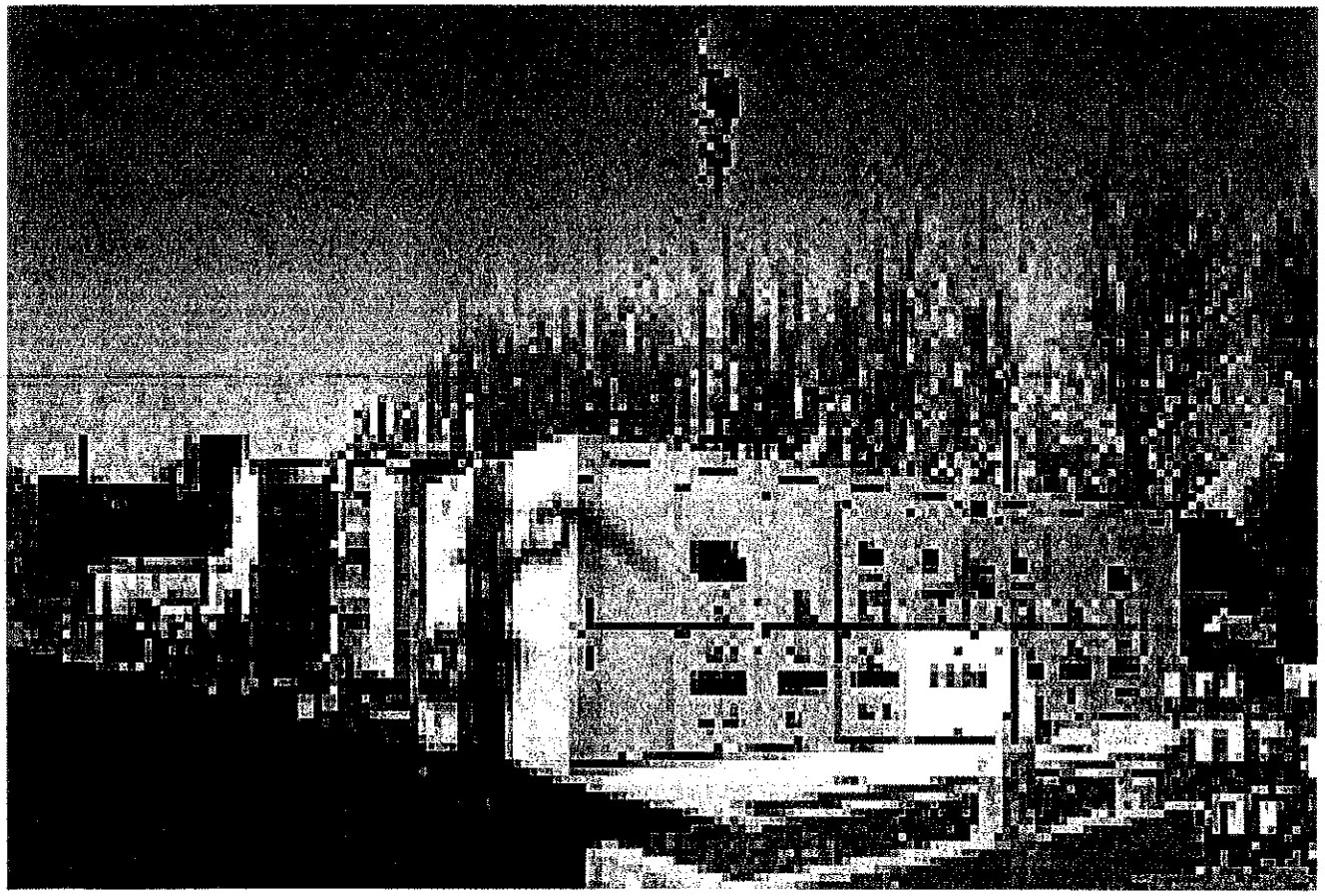
Raising of signals on major roadway to accommodate oversized loads



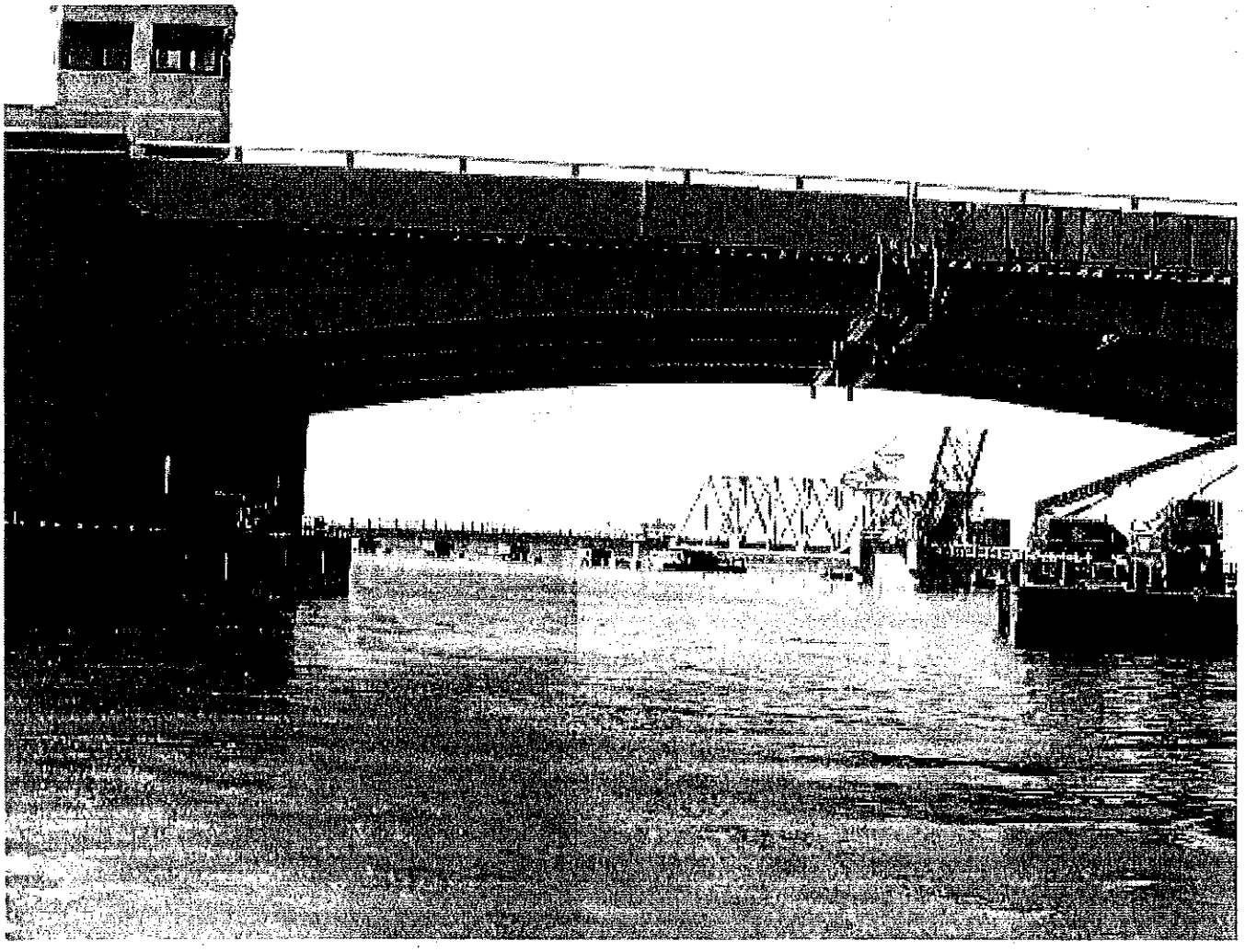
Installation of duct banks and Manholes at BNL NSLS-II project. This Federal Stimulus project located on 40 acres of property at Brookhaven National lab, will allow for unprecedented levels of examination regarding small particle discoveries. The site electrical work involved includes 8 unit substations, 5 miles of 1000MCM 15KV cable, 15 miles of 500MCM 600V cable, all with associated 6 and 4 duct banks, 3 site pump stations and 2-700KW emergency generators.



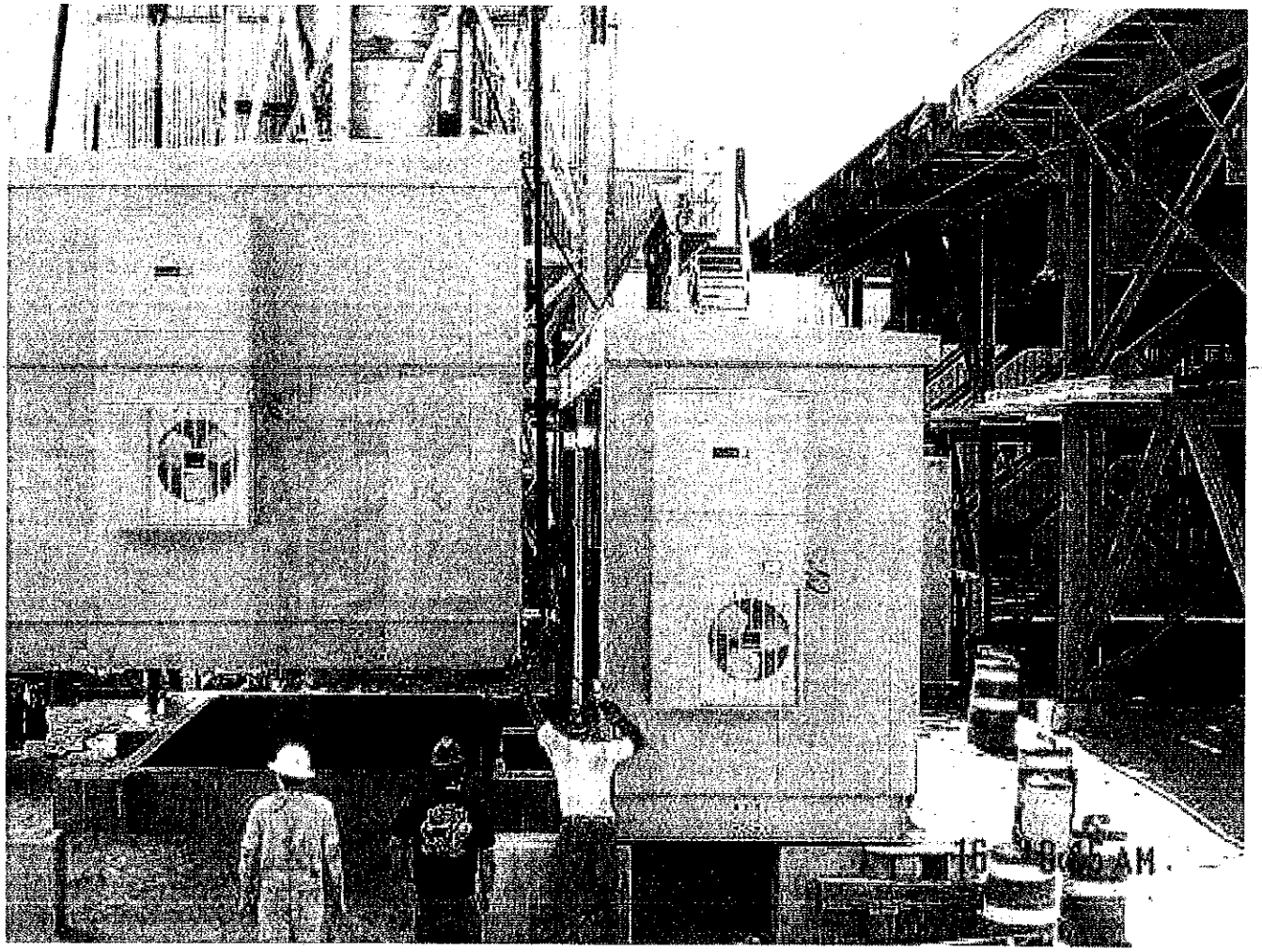
Installation of new 15KV, 10MVA substation Transformer and Switchgear at Brookhaven National Laboratory



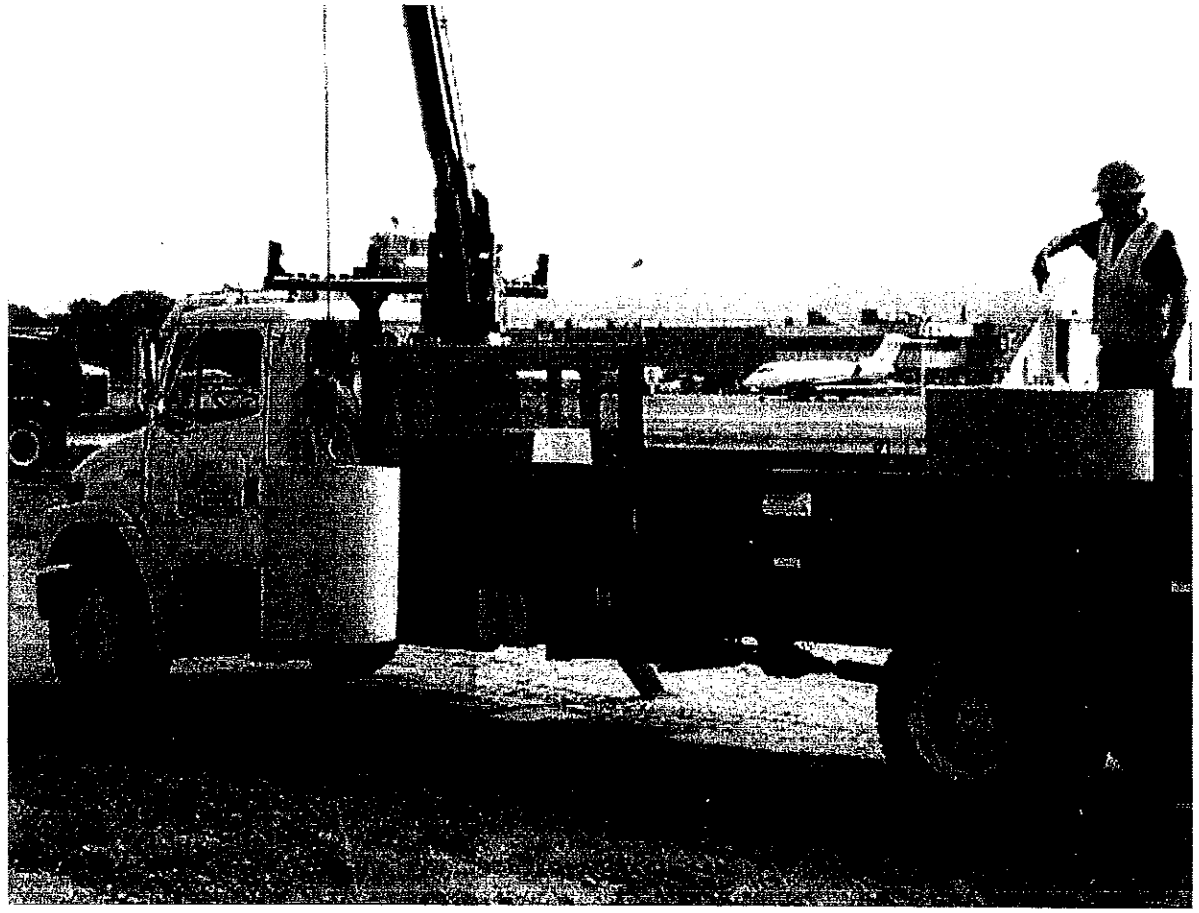
Installation of substation switchgear for Rockville Center substation



Three completed Hinck Electrical projects. First, in the foreground, Long Beach Bascular span drawbridge rehabilitation completed for NYSDOT in 2004. Then, in background, Wreck Lead bridge over Reynolds Channel, where Hinck did the initial complete electrical installation back in 1988 for LIRR and then in 2009 Hinck did Submarine cable replacement directly for LIRR on this same bridge. All three projects included submarine cables and substantial overtime.

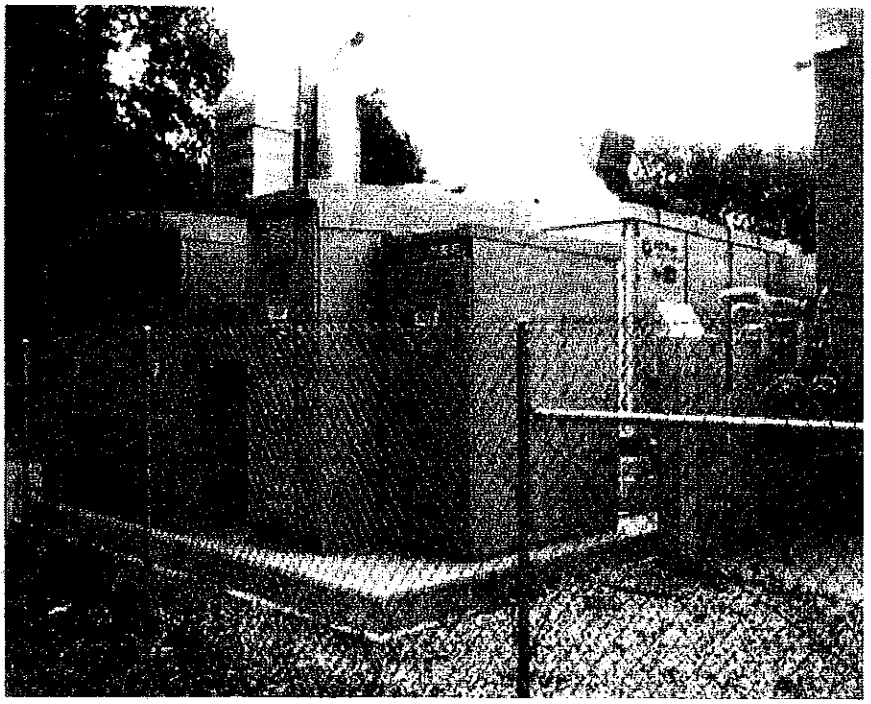


Installation of 2 piece Electrical Distribution Center Building #4 as part of Hinck's Design-build Electrical upgrade, Fan Replacement and Secondary Air projects at the Islip Resource Recovery Plant, Ronkonkoma, NY. Projects consisted of New Unit Substation, 1200KW Generator, EDC4(see photo), four large Variable Frequency Drives, complete instrumentation, mechanical work and all related conduit, feeders and civil work.

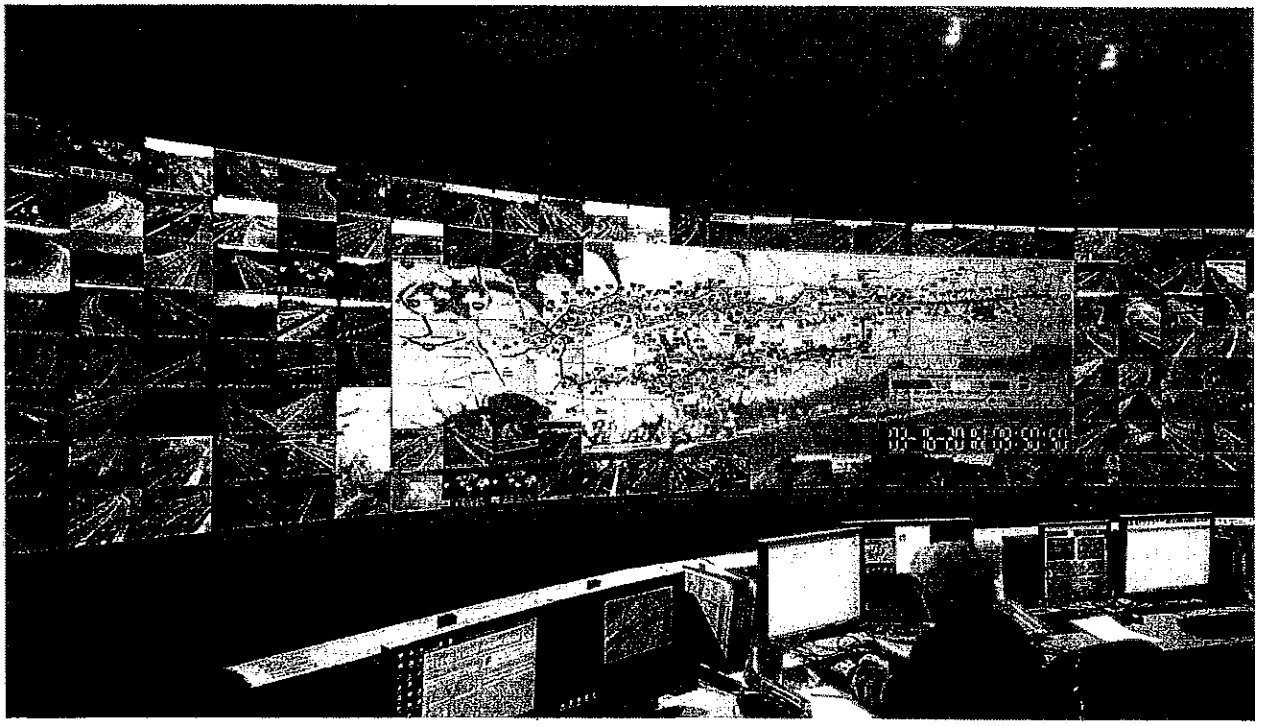


Hinck Electric is an expert at airport runway electrical work having completed numerous projects at Long Island's MacArthur, Republic and Gabreski Airports. One such project shown below involved the installation of elevated taxiway edge light transformer base at Republic airport Phase 2 reconstruction of taxiway bravo. (July 2010)

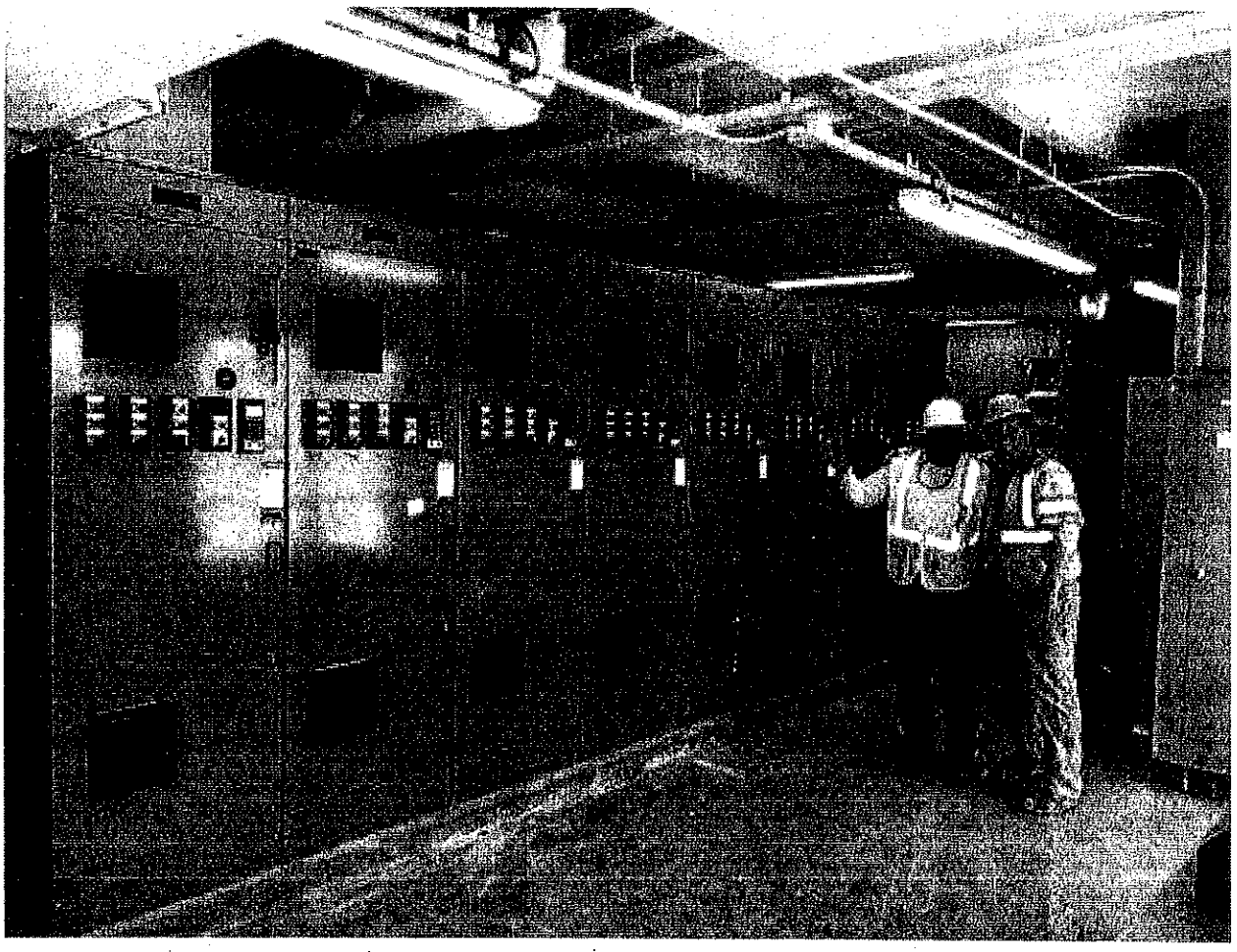
Hinck is currently the "go to" contractor for the installation of all red light cameras on Long Island. Hinck currently (as of 8/15/2010) has over 100 red light camera intersections fully operational and every day more are going up with completion of installation of all cameras throughout Nassau and Suffolk counties expected by early 2015. The picture shows Hinck's men installing red light cameras on their poles at a busy intersection in Nassau County,



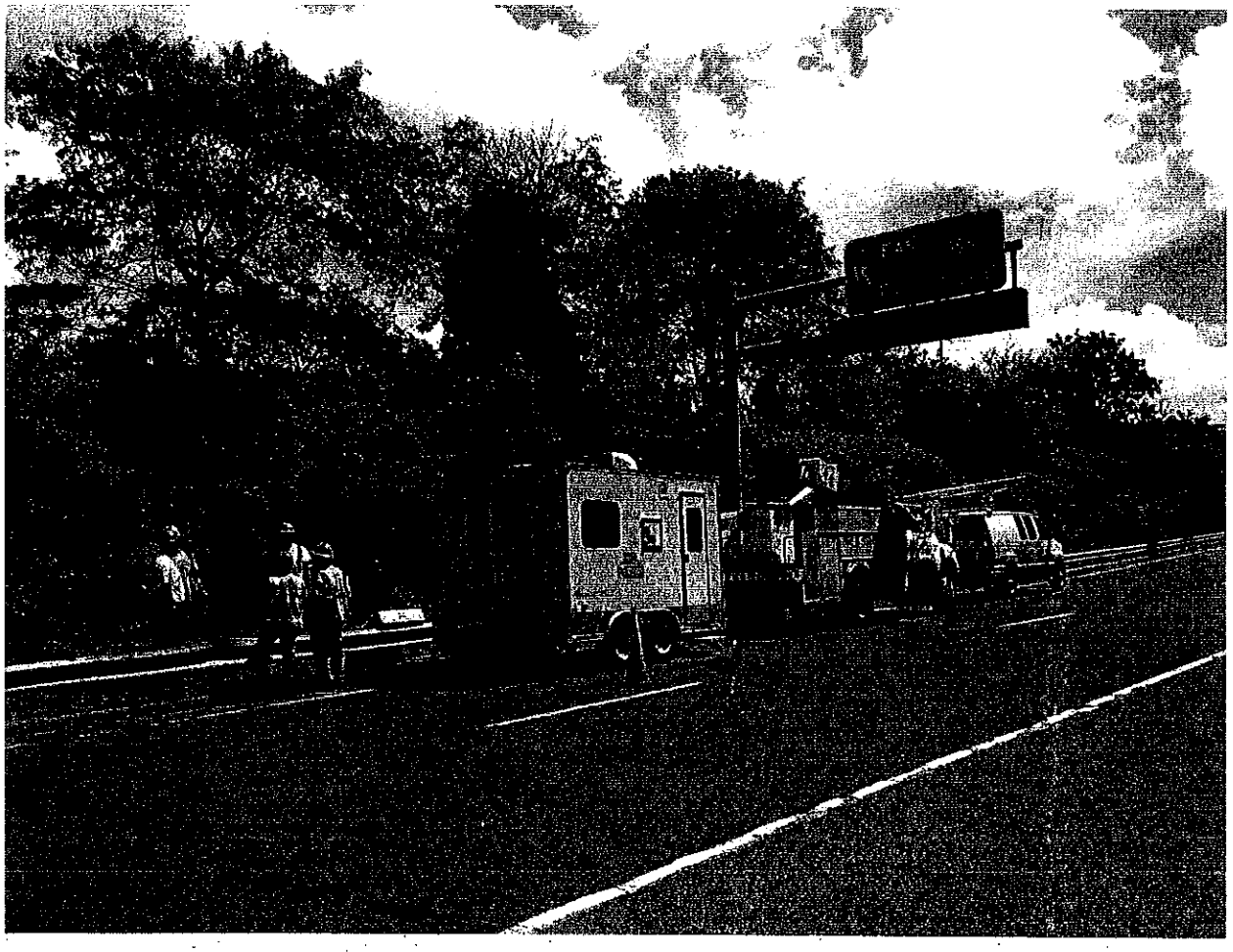
New Cogeneration Plant at Perry Duryea NY State Office building, Hauppauge, NY, furnished and installed by Hinck Electric in 2010



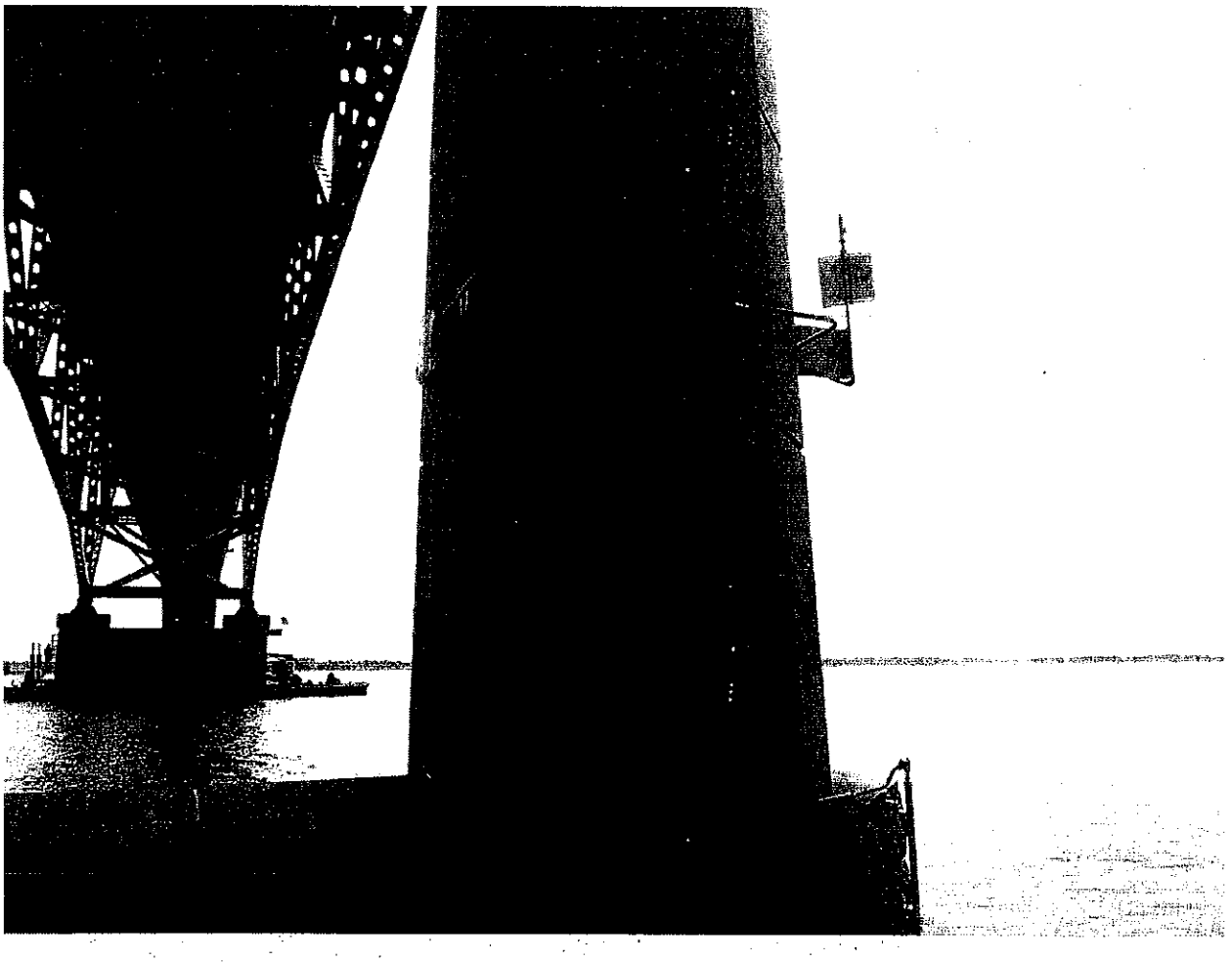
NYS INFORM Control Room, located in Hauppauge, NY. Hinck is responsible for maintaining this complete Island-wide 'Intelligent Transportation System (ITS)' for the NYSDOT



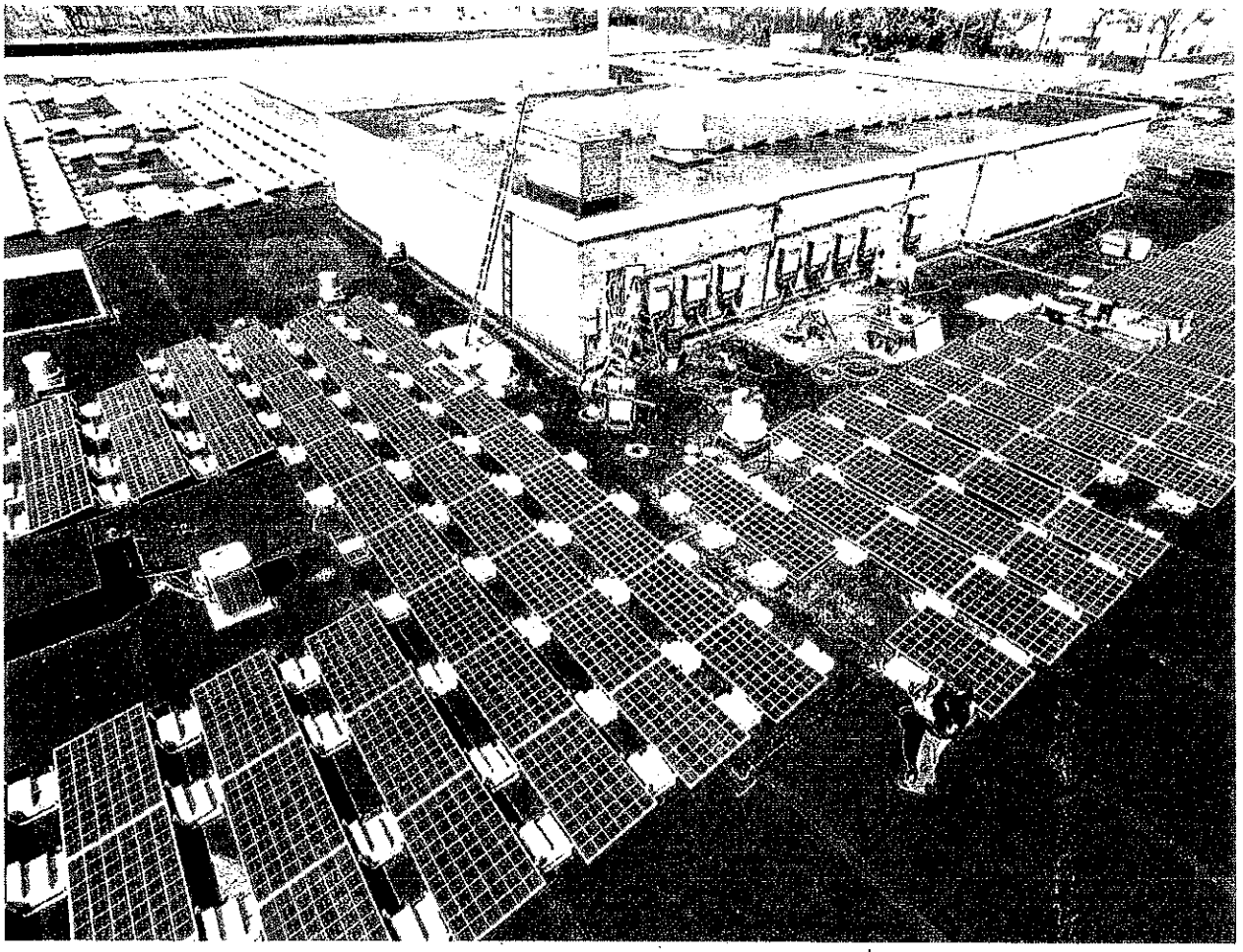
Installation of Switchgear at Bergen Point WWTP as confirmed by Sammy and Matty, April 2016



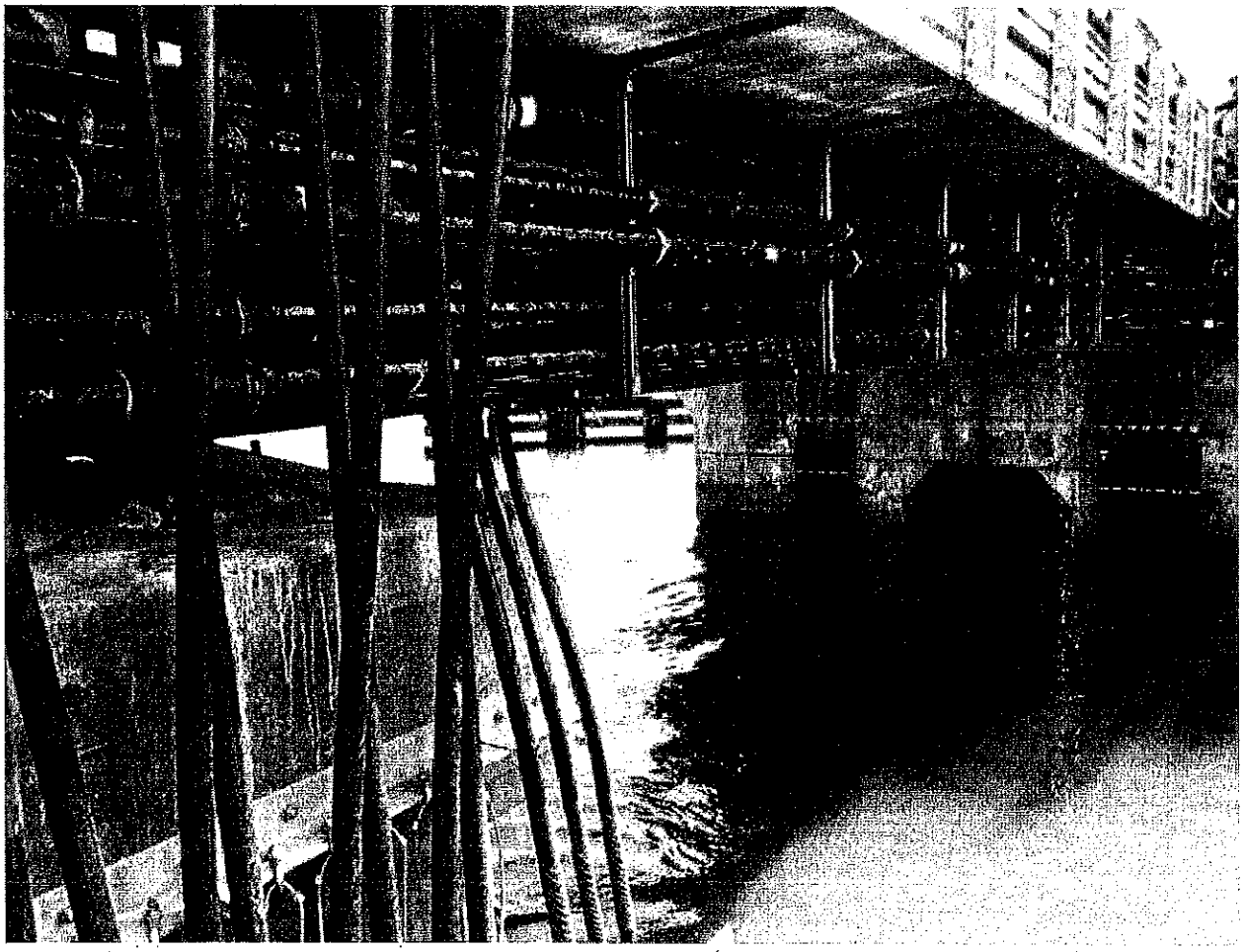
Fiber optic cable repair in progress on LIE service road. With our custom-manufactured and fully equipped Fiber optic trailer, Hinck is prepared for any multi-mode and single mode fiber installation and repair project.



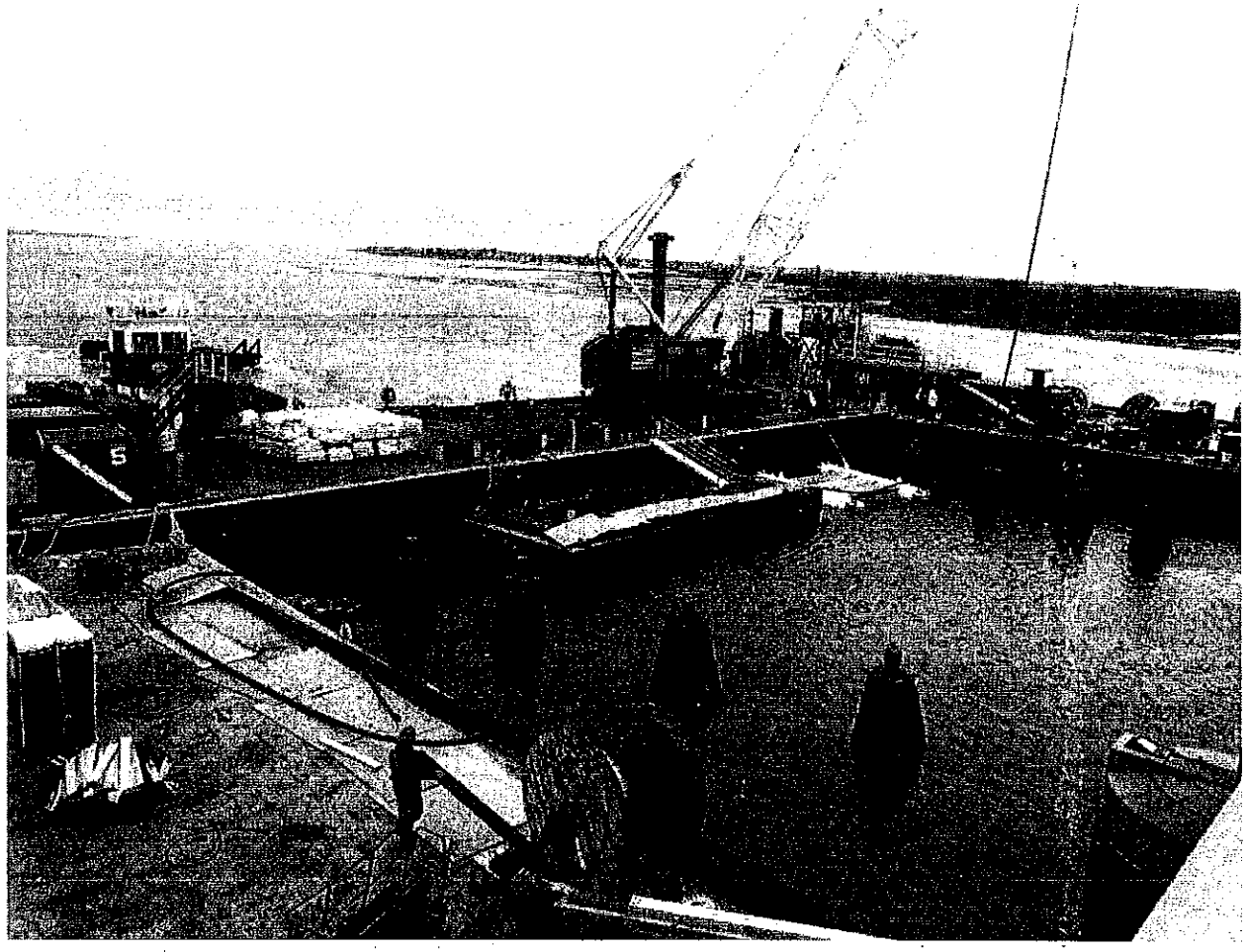
Hinck has completed 4 different projects from 1998 to 2016 for the NYSDOT that have involved the installation of Solar Powered Scour Monitoring stations. In total we have installed over 100 of these units on 7 different Long Island bridges that have been deemed to be potentially vulnerable to underwater scouring of its piles.



Solar Panel Installation at one of the five Sachem School District schools Hinck is currently contracted to install



Completed installation of new submarine cables, underwater HDPE and fiberglass conduit for LIRR design build project at Wreck Lead bridge. Completed September 2017



Three barges aligned in "C" formation on one side of Loop parkway bridge to allow for Hincks installation of one control and two power submarine cables

Town of North Hempstead - Clinton Martin Pool - Complete renovation and rehabilitation of electrical systems, grounding, bonding and lighting systems including the furnishing and installation of 5 - 80' main pool Musco lights and 6 - 60' tennis court Musco lights in addition to 319 canopy lights, interior electrical renovation of all building facilities and mechanical rooms, new electrical service and distribution equipment. Anticipated completion - May 2018

Testimonials

RONALD J. FIORIELLO
Project Manager, Long Island Rail Road

MOUSTAFA SAAD-ELDIN
P.E., Regional Bridge Maintenance Engineer

ROBERT F. ESLINGER, JR.
Hardesty & Hanover

S. MUKHERJI
Brookhaven National Laboratory

PAUL J. DIMARIA
Islip Resource Recovery Agency

PAUL J. PALLAS
Village of Rockville Center

PAUL MCDONALD
New York State Department of Transportation

Hinck Electrical Contractor, Inc.

Primarily serving Long Island, as well as New York City's five boroughs, and upstate New York.

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Fax: (631) 277-7833

Department of Program Management
93-59 183 Street - Mail Code #3146
Hollis, NY 11423
(718) 558-3552

Long Island Rail Road

March 31, 2009

John G. Buck, President
Hinck Electrical Contractors Inc.
75 Orville Drive
Bohemia NY, 11716

Re: Contract 5998 - POI2226 - Notification of Performance Evaluation
Wreck Lead Bridge Submarine Cable Replacement Project

Dear Mr. *Buck*:

I wish to commend you and your company for outstanding performance on the Wreck Lead Bridge submarine cable replacement project in Reynolds Channel, Long Beach, NY. You were able to meet difficult challenges throughout the project and the LIRR feels you have exceeded all expectations of performance.

I continually monitored your performance, particularly in the key areas of Safety, Quality, Scheduling, and Management *(Quality of Service and Deliverable and Management of consultants).*

Hinck's progress and completion of the project met the contract duration and /milestones.

Your company complied with all contract safety requirements and guidelines. Hinck developed and implemented an accident prevention program as required by the contract.

Hinck complied with all testing requirements to insure that materials and workmanship achieved contractual requirements and specifications.

Hinck Electrical was timely; in correcting any noted deficiencies, in completing punch list work, and completing additional work and change order proposals.

Sincerely

Ronald J. Fiorello

Ronald J. Fiorello
Project Manager
Long Island Rail Road

Hardesty & Hanover
engineering that moves you

1501 Broadway, Suite 310, New York, NY 10036
T 212.944.1150 • F 212.391.0297
www.hardesty-hanover.com

September 13, 2013

Re: ***NCBA Atlantic Beach Bridge Over Reynolds Channel Electrical, Mechanical, Structural Rehabilitation.***

To Whom it may concern,

Hinck Electric, in the early summer of 2012, had installed a broad band Ethernet link between PLCC's in each bridge tower so as to maintain operational communication between the towers as there were no spare communication conductors available in the submarine cable. The work done by Hinck included a site survey to assure no conflict with JFK approach guidance radios, placement to assure clear signal path during raised leaf operation of the bridge and IP addressing of radios to work with the PLCC system. In addition, Hinck has maintained this temporary system right up until the present time with it projected to be removed by Dec. of this year. Hinck did a very good job throughout not just on the installation and maintenance of the Ethernet Link but also on the complete electrical system rehabilitation of the entire bridge. I would highly recommend Hinck for any Ethernet work you may have as well as Bascule Span Drawbridge electrical work.

Very truly yours,

HARDESTY & HANOVER

Robert F. Eslinger, Jr. PE.

ISLIP RESOURCE RECOVERY AGENCY 401 MAIN STREET, ISLIP, NEW YORK 11751 (631) 224-5644

November 13, 2006

To Whom It May Concern:

Hinck Electrical Contractors Inc. (Hinck) located at 75 Orville Drive, Suite1, Bohemia, NY 11716, recently completed three (3) projects for the Islip Resource Recovery Agency (IRRA) at the MacArthur Resource Recovery Facility (MRRF). The MRRF is an IRRA Waste-to -Energy facility located on Veterans Memorial Highway in Ronkonkoma, NY. The three (3) projects where as follows:

1. MacArthur Resource Recovery Facility Electrical Upgrade Project Contract No. IRRA 2004-2
2. MacArthur Resource Recovery Facility Fan Replacement Project Contract No. IRRA 2004-3
3. MacArthur Resource Recovery Facility Secondary Air System Project Contract No. IRRA 2004-6

The contract value for the three projects was approximately $4,767,000. Hinck's work quality and performance on these projects was excellent. The IRRA highly recommends Hinck Electrical Contractors, Inc. for any future projects.

Sincerely,

Paul J. DiMaria, P.E.
Chief Engineer

cc: file

Printed on Recycled Paper

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
ALBANY, N.Y. 12232
www.nysdot.gov

JOAN MCDONALD
COMMISSIONER

ANDREW M. CUOMO
GOVERNOR

December 12, 2012

Mr. John G. Buck
President
Hinck Electric
75 Orville Drive
Bohemia N.Y. 11716

Dear John,

After hurricane Sandy struck N.Y., we lost power to a large number of our bridges including all of our drawbridges. I was very much appreciative of Hinck Electric's response in making critical and immediate repairs to the submarine cable at the Loop Parkway drawbridge. Additionally, getting the temporary generator on line at the WSP drawbridge and performing repairs to the transfer switch at the MSP drawbridge were also of great benefit. Although I am sure that you had your hands full, Hinck Electric's immediate and effective response to our call for assistance allowed our crews to focus on, and resolve, other storm related issues. On behalf of Bridge Maintenance, I would like to thank you, but I would also like to say a special thank you to the men that went out and did all of the good work, namely: Pete Bonziglia, Pat Bonziglia, Carlos Dominguez and Tommy Thompson.

Sincerely,

Paul McDonald
Assistant Regional Bridge Maintenance Engineer

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
250 VETERANS MEMORIAL HIGHWAY
HAUPPAUGE, N.Y. 11788-5518

SUBIMAL CHAKRABORTI, P.E.
REGIONAL DIRECTOR

JOSEPH H. BOARDMAN
COMMISSIONER

October 19, 2004

Mr. John Buck
Hinck Electrical Contractor, Inc.
160 Irish Lane
Islip Terrace, NY 11752

Dear John:

On behalf of the Department of Transportation, I would like to thank you for the outstanding service your company provided as an electrical contractor servicing our Region's bascule bridges. Whenever services were requested, your company responded in a timely and professional manner. Your staff was very knowledgeable and friendly. We look forward to doing more work with your company in the future.

Very Truly Yours,

MOUSTAFA SAAD-ELDIN, P.E.
Regional Bridge Maintenance Engineer

MSE:RL

Building 134C
P.O. Box 5000
Upton, NY 11973-5000
Phone 631 344-5279
Fax 631 344-2884
mukherji@bnl.gov

BROOKHAVEN
NATIONAL LABORATORY

managed by Brookhaven Science Associates
for the U.S. Department of Energy

Memo

date: *October 7, 2003*

to: *E. T. Murphy*

from: *S. Mukherji* S Mukherji

subject: *Teamwork*
Electrical System Modifications – Phase II
Project Completion

The Electrical System Modifications – Phase II project is now complete. It was my privilege to be a part of an excellent team that took this project through the conceptual, design, planning and execution stages to its successful completion.

My appreciation goes to Abass Wessen, whose design documents translated into a construction package that is now successfully operating as a much improved electrical infrastructure for the Laboratory. Helping the effort was Roy Butler's inspection services.

The contractor's performance, especially that of Hinck Electric Company's supervisor, Tom Thompson, is commendable. The construction work was carried out over a two-year period, without any safety violations and without any major technical deficiency.

Last but not the least, Plant Engineering's Line Crew support was invaluable. John Dowd, Jim Boomer and their whole group worked tirelessly to prepare for temporary power and electrical shutdowns to support the construction effort. John and Jim were the extra set of eyes and hands that were vigilant in testing, checking and correcting the extensive activities that continued for two years. Their support at any hour of the day or night was instrumental in bringing this project to a successful completion.

The final shutdown work that extended to every weekend during the months of August and September, often continuing past midnight, has been stressful but was performed in a great spirit of cooperation. My heartfelt appreciation goes to you all.

I thank my Managers, Gregg Flett and Marty Fallier, for their expert guidance throughout the project, and all the co-workers in E&CS for their help, whenever it was needed.

SM/cs:ml
cc: R. Aikman
J. Boomer
J. Buck (Hinck)
R. Butler
J. Dowd
M. Fallier
G. Flett
A. Wessen

VILLAGE OF ROCKVILLE CENTRE

P.O. BOX 950
ROCKVILLE CENTRE, N. Y. 11571-0950

EUGENE J. MURRAY, Mayor
EUGENE A. YOURCH, Trustee
FRANCIS A. COSGROVE, Trustee
PETER M. RUBIN, Trustee
JAMES R. FARRELL, Trustee

PATRICK J. HESTER
SUPERINTENDENT OF
ELECTRIC UTILITIES

516/678-9211
FAX #: 516/678-9204

May 10, 1995

Hinck Electrical Contracting
160 Irish Lane
Islip Terrace, NY 11752

Att: John Buck, Jr.

Dear Mr. Buck:

This will serve as a letter of reference for work performed by Hinck Electrical Contracting for the Village of Rockville Centre's recently completed substation project.

The project involved the construction of two electric substations: one, a 33kV open air substation that serves as a supply point for the Village's electric system; the other, a 33kV to 4kV distribution substation. The project required concurrent construction of both sites.

Hinck's performance on this project met all expectations. The personnel assigned to this project were qualified to perform the work required during all phases of construction. The level of cooperation between the contractor's personnel and the Village was above average.

I would not hesitate to recommend Hinck Electrical Contracting for work similar to the project at our two substation sites.

Very truly yours,

PAUL J. PALLAS
Deputy Supt. of Utilities

PJP:fm

SIGNATURE OF HOLDER

This is to certify that

Frederick B. Finley

is a Duly Registered Master Electrician in the

VILLAGE OF LYNBROOK

NASSAU COUNTY, NEW YORK

for the year ending 12/31/2021

Reg. No. _____

Licensing Board of Electricians

Signature of Holder

License No. 691

This is to certify that

JOHN BUCK

is a duly licensed Electrician in the

INC. VILLAGE OF HEMPSTEAD, N.Y.

Receipt No. 142666

Expiring Dec. 31, 20 21

Don Ryan

Mayor

Patricia Pray

Village Clerk

Tom Constantini

Electrical License Board

VILLAGE OF LAWRENCE

NASSAU COUNTY, NEW YORK

License#: 2020002
Fee: $100.00
Expiration Date: 12/31/2020

This hereby certifies that

Roy Hinck
75 Orville Drive, Suite 1
Bohemia, NY 11716

is granted the following license

Renewal Electrician

This license is issued subject to the strict observance of all laws, ordinances and regulations enacted for the protection of the Village, so far as they may apply, and is subject to revocation at any time by the Village Administrator in the event of failure of the licensee to comply with any of the terms or conditions upon which same is granted.

This is a personal license and is not assignable.

Dated: 12/9/2019

Ronald Goldman

Village Administrator

INCORPORATED VILLAGE OF EAST HILLS

Nassau County, NY

No: 12883

PERMIT

Receipt No: 63729

Date: 11/22/2019

Permission is hereby granted to Craig Hinck

of Hinck Electrical Contractor Inc., 75 Orville Drive Suite 1, Bohemia, NY 11716

For the purpose of Renew Electrician's License.

In accordance with the provisions of Village Code Sec. 214-138 (7)(b)

This permit expires 12/31/2020

By Authority of the Board of Trustee

Donna Hoch

Village Clerk

LICENSE RENEWAL

THE INCORPORATED VILLAGE OF MALVERNE

THIS LICENSE IS SUBJECT TO ALL VILLAGE ORDINANCES AND MAY BE REVOKED FOR ANY VIOLATION

No BD: 9744

This is to certify that

FRED FINLEY
75 ORVILLE DRIVE
SUITE 1
BOHEMIA NY 11716

having in accordance with the provision of VILLAGE ORDINANCE:

paid the fee of: $200.00

an ELECTRICIANS LICENSE is hereby granted unto him/them.

within the said VILLAGE for the period ending 12/31/2021.

Superintendent of Buildings

Village Clerk

Signature of Holder

~~This is~~ To certify that – Renewal No. 7920 License No. 262

Roy Hinck

Licensed Electrician

Having given satisfactory evidence of competency, is hereby licensed as a Master Electrician in accordance with Electrical Code of the Village of Westbury pertaining to Electrical Work subject to the provisions of said Code and all Laws or Ordinances applicable thereto.

This License Expires December 31, 2021

Examining Board of Electricians

BOHEMIA NY 11716

Date	Fee	Receipt No.	Check No.	Amount
10/25/2019	ELRNW	19-8477	4260	$100.00

RENEWAL ELECTRICAL LICENSE

THE CITY OF LONG BEACH
OFFICE OF THE CITY CLERK
1 WEST CHESTER STREET
LONG BEACH, NY 11561
(516) 431-1002
WWW.LONGBEACHNY.ORG/CITYCLERK

License No: **3039**

Electrical Contractor License

Date of Issuance: **1/24/2000**

Expires: **11/30/2021**

Know Ye That: **JOHN BUCK**

Address: [redacted]

Receipt of Which is Acknowledged

Is Hereby Licensed as a/an: **Electrical Contractor**

This license is subject to the strict observance of all laws, ordinances and regulations of the City of Long Beach, State of New York and other proper authorities.

This license is not valid unless it bears the raised seal of the City of Long Beach

City Clerk

DEPARTMENT OF BUILDINGS
SAFETY INSPECTION AND ENFORCEMENT
TOWN OF NORTH HEMPSTEAD, MANHASSET, NY
JOHN NIEWENDER, BUILDING COMMISSIONER

ROY HINCK
HINCK ELECTRICAL CONTRACTOR
75 ORVILLE DR SUITE 1
BOHEMIA, NY 11716

License Type..... ToNH Electrician
License Number. 0546 E
Date Issued..... 09/28/2017
Renewal Date.... 12/31/2020

Having given satisfactory evidence of competency, the above licensee is hereby licensed in accordance with Chapter 2 of the Code of the Town of North Hempstead, subject to the provisions of said code and all laws or ordinances applicable thereto.

Member, Examining Board of Electricians

NIQUE ID NUMBER
2000007853

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 110498

PURSUANT TO THE PROVISIONS OF ARTICLE 6D OF THE GENERAL BUSINESS LAW AS IT RELATES TO THE BUSINESS OF INSTALLING, SERVICING, OR MAINTAINING SECURITY OR FIRE ALARM SYSTEMS,

EFFECTIVE DATE
MO. 11 DAY 24 YR 18

EXPIRATION DATE
MO. 11 DAY 23 YR 20

HINCK ELECTRICAL CONTRACTOR IN
75 ORVILLE DR
STE 1
BOHEMIA, NY 11716

HAS BEEN DULY LICENSED TO ENGAGE IN THE BUSINESS OF INSTALLING, SERVICING, OR MAINTAINING SECURITY OR FIRE ALARM SYSTEMS

QUALIFIER HINCK ROY

In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.

ROSSANA ROSADO
SECRETARY OF STATE

DEPARTMENT OF STATE

DOS-1098 (Rev. 3/01)

VILLAGE OF ROCKVILLE CENTRE
DEPARTMENT OF BUILDINGS
LICENSED ELECTRICIAN

NAME: **FRED FINLEY**
LICENSE TYPE: **MASTER ELECTRICIAN**
LICENSE NO: **280**
VALID: **05/01/2018**
EXPIRES: **04/30/2020**

PATRICK D. OBRIEN - BUILDING DEPARTMENT SUPT.

Signature of Holder

This is to certify that
Paul M. Stram
is a duly Registered Electrician in the
TOWN OF HEMPSTEAD
for the year ending 2021
Lic. No 2397
Chairman Examining Board of Electricians

BD-6 John E. Rottkamp - Commissioner

Signature of Holder

This is to certify that
Roy Hinck
is a duly Registered Electrician in the
TOWN OF HEMPSTEAD
for the year ending 2020
Lic. No 1556
Chairman Examining Board of Electricians

BD-6 John E. Rottkamp - Commissioner

This certifies that the bearer is duly licensed by the County of Suffolk

Frank Nardelli
Commissioner

SUFFOLK COUNTY DEPT OF LABOR,
LICENSING & CONSUMER AFFAIRS

MASTER
ELECTRICIAN

NAME
CRAIG HINCK

BUSINESS NAME
HINCK ELECTRICAL CONTRACTOR INC

License Number	Date Issued
4736-ME	03/16/1998

EXPIRATION DATE 02/01/2020

This certifies that the bearer is duly licensed by the County of Suffolk

Frank Nardelli
Commissioner

SUFFOLK COUNTY DEPT OF LABOR,
LICENSING & CONSUMER AFFAIRS

MASTER
ELECTRICIAN

NAME
PAUL M STRAM

BUSINESS NAME
HINCK ELECTRICAL CONTRACTOR, INC.

License Number	Date Issued
5025-ME	05/14/2001

EXPIRATION DATE 02/01/2020

Signature of Holder

This is to certify that
Frederick B. Finley IV
is a duly Registered Electrician in the
TOWN OF HEMPSTEAD
for the year ending 2020
Lic. No 2563
Chairman Examining Board of Electricians

BD-6 John E. Rottkamp - Commissioner

Master Electrician's License

Village of Freeport, NY

No. 10399

HINCK ELECTRICAL CONTRACTOR INC

75 ORVILLE DR STE 1
BOHEMIA, NY 11716
JOHN BUCK

having given satisfactory evidence of competency, is hereby LICENSED, in pursuance of the Village Law of the State of New York and the ordinances of the Village of Freeport, as a Master Electrician in accordance with the Electrical Code of Village of Freeport subject to all provisions of the Electrical Code and all laws or ordinances applicable thereto.

From 01/01/2020 **To** 12/31/2020

Dated 10-9-19

12/9/19
Mayor

Pamela Waelbrenning
Village Clerk

(SEAL)

Received from JOHN BUCK **$** 225.00 **in payment of license fee on above granted license.**

Ysmaela M. Hernandez
Village Treasurer

INCORPORATED VILLAGE OF MINEOLA

INCORPORATED VILLAGE of MINEOLA

ELECTRICAL LICENSE

EXPIRES DEC. 31 **2021**

INCORPORATED VILLAGE OF CEDARHURST

RECEIPT 0477

Dated 4/8/19

License No. 0477

Amount $ 100.

Type of License Electrician

Name of Licensee Roy Hinck / Hinck Electrical Contractor, Inc.

Address 75 Orville Drive, Ste 1, Bohemia NY 11716

Expiration Date 05-31-2020

For **Salvatore Evola**
Village Clerk/Treasurer

Check ☑ #4203

By

Cash ☐

COUNTY OF NASSAU

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

1. Name of the Entity: Hinck Electrical Contractor, Inc,

Address: 75 Orville Drive

City: Bohemia State: NY Zip Code: 11716

2. Entity's Vendor Identification Number: 11-2215346

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

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):

1 File(s) uploaded

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

This is an S Corp officers are attached

1 File(s) uploaded

No shareholders, members, or partners have been attached to this form.

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

None

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

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

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

None

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

None

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

Not applicable

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

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

Electronically signed and certified at the date and time indicated by:
John G Buck [JOHN.BUCK@HINCKELECTRIC.COM]

Dated: 11/19/2019 11:18:36 AM

Title: President

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

To Whom It May Concern:

The ownership and corporate officers of Hinck Electrical Contractor, Inc. are as follows:

John G. Buck	[redacted]	President	50%
Craig Hinck	[redacted]	Vice President	13%
Fred Finley	[redacted]	Secretary	37%

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Brian J. Schneider, Deputy County Executive

FROM: Department of Public Works

DATE: January 10, 2019

SUBJECT: **RECOMMENDATION OF AWARD**

Contract Number:	S3P312-01G
Title:	Miscellaneous Glen Cove Pump Stations Repairs and Improvements Harwood Drive Ejector Station, Franklin Avenue Pump Station
Engineer's Estimate:	$1,200,000
Bids Received On:	January 10, 2017

The bids received for the above referenced contract have been examined and Hinck Electrical Contractors Inc. is the lowest responsible bidder in the amount as follows:

General Construction (Lump Sum Base Bid):	$ 661,660.00
Extra earth excavation (Unit Price Bid Item):	$ 2,650.00
Import Select Fill (Unit Price Bid Item):	$ 1,000.00
Allowance (Miscellaneous Additional Work):	$ 75,000.00
Bid Total:	$ 740,310.00

The lowest responsible bid is 38% below the Engineer's Estimate. Five (5) bids were received, all of which are below the engineer's estimate.

Funding for the Construction Services is available under Capital Project 3P312.

If you approve or disapprove of the above request, please signify below and return the memo to this office for appropriate action.

Kenneth G. Arnold
Commissioner

KGA:VF:clm
Attachment
c: Christopher Nolan, Deputy Budget Director
Vincent Falkowski, Deputy Commissioner
Roseann D'Alleva, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Edward Visone, Assistant Superintendent of Sanitary Construction
Graham Sharkey, Jacobs

APPROVED:

Brian J. Schneider 1/9/19
Brian J. Schneider Date
Deputy County Executive

DISAPPROVED:

Brian J. Schneider Date
Deputy County Executive

K:\ADMIN\Letters for Signature\Water Management\McLaughlin\Memos for S3P312-01G\Recommendation of Award Memo - Engineer's Est $1,200,000.doc

Miscillaneous Glen Cove Pump Stations-Repair & Improvements-Harwood Dr Ejector Station & Franklin Av

Bid Opening: 1/10/2017 **Engineer:** Tom Immerso **Phone:** (516) 571-7508

Contractor	Address	Insurance	Payment	Bid Amount	Alternate Bid
Hinck Electrical Contractor, Inc.	75 Orville Drive,Ste 1 Bohemia, NY 11716	Fidelity and Deposit Company o	10% Amt Bid	$740,310.00	$0.00
Elder Contracting Corp.	30 Corporate Drive Holtsville, NY 11742	Federal Insurance Company	10% Amt Bid	$839,000.00	$0.00
Bensin Contracting, Inc.	652 Union Avenue P.O. Box 388 Holtsville, NY 11742	International Fidelity Insurance	10% Amt Bid	$885,700.00	$0.00
Philip Ross Industries, Inc.	200 Long Island Avenue Wyandanch, NY 11798	Liberty Mutual Insurance Comp	10% Amt Bid	$1,048,300.00	$0.00
RJ Industries	75 East Bethpage Road Plainview, NY 11803-0349	Liberty Mutual Insurance Comp	10% Amt Bid	$1,132,370.00	$0.00

The above is a review of the bids and subsequent list of all the bids that were read aloud at the public bid opening. Listed bids may be subsequently withdrawn or disqualified. The li does not reflect the Department's determination of the lowest responsible bidder.

JD 11/23 (TA1)

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Water/Wastewater Engineering Unit
Att: Joseph L. Davenport, Unit Head

FROM: Office of the Commissioner

DATE: November 17, 2016

SUBJECT: CSEA Sub-Contracting Approval
S3P312-01G General Construction to repair/improve Hardwood Drive ejector station and Franklin Drive Pump Station
C16-003

Please be aware in accordance with Section 32-3 of the CSEA/County Collective Bargaining Agreement (CBA), the Department has met with CSEA representatives to discuss your proposed DPW contract C16-003. Pursuant to Section 32-3 of the CSEA/County CBA the CSEA has withdrawn the alternate.

Please prepare the necessary contract advisement to encumber funding for this work. Once the advisement is certified, you may issue the contractor a Notice to Proceed.

If you have any questions, please speak with Jonathan Lesman.

Kenneth G. Arnold
Assistant to Commissioner

KGA:jm

c: Richard P. Millet, Chief Deputy Commissioner
Loretta Dionisio, Hydrogeologist II
Jonathan Lesman, Management Analyst II

U:\Kenneth G. Arnold\memo for engineers project ok with CSEA (2)_C16-003.doc

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: October 13, 2016

SUBJECT: CSEA Notification of a Proposed DPW Contract
Glen Cove Sewer Service Area:
Miscellaneous Pump Station Repairs and Improvements
Harwood Drive Ejector Station & Franklin Drive Pump Station
Contract No.: S3P312-01G General Construction

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members".

1. DPW plans to recommend a contract/agreement for the following services:
   General Construction Services to repair and improve Harwood Dr. Ejector Station and Franklin Drive Pump Station

2. The work involves the following:
   The contractor is to provide the necessary labor and materials for the upgrades and/or rehabilitation of the Harwood Drive Ejector Statin and Franklin Drive Pump Station. The replacement of outdated and obsolete ejectors and the provisions of emergency generators will enhance reliability of sewage collection and mitigate the potential for system back-ups and/or overflows during electric power outages.

3. An estimate of the cost is: $920,000.00

4. An estimate of the duration is: Eight (8) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days, to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.

Kenneth G. Arnold
Assistant to Commissioner

KGA:WSN:JLD:rp
c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
William S. Nimmo, Deputy Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Patricia Kivo, Unit Head, Human Resources Unit
Loretta Dionisio, Hydrogeologist II
Jonathan Lesman, Management Analyst II

FORM OF BID BOND

IMPORTANT The bidder shall instruct the Surety Company to **USE THIS FORM PROVIDED** as the use of **ANY OTHER FORM** may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned HINCK ELECTRICAL CONTRACTOR INC.

as Principal; and FIDELITY AND DEPOSIT COMPANY OF MD. as surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of

TEN PERCENT OF AMOUNT BID dollars ($ 10%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 3 day of JANUARY, 2017

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under Contract No. S3P312-01G GEN CONS for the

MISCELLANEOUS GLEN COVE PUMP STATIONS REPAIR AND IMPROVEMENTS HARWOOD DR. EJECTOR STATION AND FRANKLIN AVE. PUMP STATION CAP. PROJ. NO. 3P312

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and

b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and

c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Provided, however, that this bond is subject to the following additional conditions and limitations.

a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.

b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

HINCK ELECTRICAL CONTRACTOR INC.
Contractor

by _____ (L.S.) (Corporate seal of Contractor if a corporation)
Vice President
Title

by _____ (L.S.)
Title

by _____ (L.S.)
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

by _____ (L.S.)
Title of Officer
ROBERT J FREY ATTORNEY IN FACT

Attest: _____ (L.S.) (Corporate seal of Surety)
Title of Officer

(Acknowledgment by Contractor if a corporation)

STATE OF NEW YORK)

)

ss.:
COUNTY OF Suffolk)

On this 5th day of January , 2017 , before me personally came Craig Hinck to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted] that he is the Vice President of the HINCK ELECTRICAL CONTRACTOR INC. the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Barbara A. McGivney
Notary Public

BARBARA A. MCGIVNEY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MC6328934
Qualified in Suffolk County
My Commission Expires August 10, 2019

(Acknowledgment by Contractor if a partnership)

STATE OF _____)

)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

_____
Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)

)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

_____
Notary Public

(Acknowledgment by Surety Company)

STATE OFNEW YORK)

)

ss.:
COUNTY OF Nassau)

On this 3 day of January , 2017 , before me personally came ROBERT J FREY to me Known, who being by me duly sworn, did depose and say that he resides in MALVERNE N.Y.

that he is the ATTORNEY IN FACT of the FIDELITY AND DEPOSIT COMPANY OF MD the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said further said that he is acquainted with ROBERT J FREY and knows him to be the ATTORNEY IN FACT of said company; that the signature of the said ROBERT J FREY subscribed to the within instrument is in the genuine handwriting of the said ROBERT J FREY and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said

Notary Public

KATHLEEN FIORELLO
Notary Public - State of New York
NO. 01FI4613930
Qualified in Nassau County
My Commission Expires Dec 31, 2018

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Robert J. FREY, of Malverne, New York,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 4th day of February, A.D. 2013.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Gerald F. Haley

Assistant Secretary
Gerald F. Haley

James M. Carroll

Vice President
James M. Carroll

State of Maryland
County of Baltimore

On this 4th day of February, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and GERALD F. HALEY, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 3 day of January, 2017.

Thomas O. McClellan, Vice President

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND
600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition
As Of December 31, 2015

ASSETS

Bonds		$ 142,878,497
Stocks		22,315,096
Cash and Short Term Investments		337,835
Reinsurance Recoverable		24,731,651
Other Accounts Receivable		19,935,844
TOTAL ADMITTED ASSETS		$ 210,198,923

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses		$ 46,436
Ceded Reinsurance Premiums Payable		40,456,309
Securities Lending Collateral Liability		0
TOTAL LIABILITIES		$ 40,502,745
Capital Stock, Paid Up	$ 5,000,000	
Surplus	164,696,178	
Surplus as regards Policyholders		169,696,178
TOTAL		$ 210,198,923

Securities carried at $57,996,983 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2015 would be $212,137,795 and surplus as regards policyholders $171,635,049.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2015.

Corporate Secretary

State of Illinois
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2016.

Notary Public

DARRYL JOINER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
February 24, 2018

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

STATE OF NEW YORK

DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

Fidelity and Deposit Company of Maryland

Of Owings Mills, Maryland

a corporation organized under the laws of the State of Maryland and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $170,392,009 (Capital $5,000,000) as is shown by its sworn financial statement for the first quarter ending March 31, 2016 on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have

unto set my hand and affixed

official seal of this Department in the City of Albany, this

18th day of May, 2016.

Maria T. Vullo
Acting Superintendent

By Jacqueline Catalfamo

Jacqueline Catalfamo
Special Deputy Superintendent

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO.

NOTE: This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non responsive.

Contractor's Name and Address:	Project Description (Project Title, Facility Name and Address):	Bid Date:	Total Contract Amt:
Hinck Electrical Contractor Inc 75 Orville Dr, Suite 1 Bohemia, NY 11716 Federal ID No.: 11-2215344	Misc Glen Cove Stations Repairs and Improvements Harwood Drive Ejector Station, Franklin Avenue Pump Station	1/10/17	740,310 00

Indicate ANY work to be self-performed by the contractor in the following categories (check all that apply):

Plumbing and Gas Fitting

Steam Heating, Hot Water Heating, Ventilating and AC Apparatus

Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e. **no subcontractors** will be used, please check this box [ ] ,skip to bottom of form, and sign it as required.

Subcontractor's Name, Address and Federal ID No.	Check ( ) *only* one. Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventilating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures	General Description of Work	Subcontractor's Contract Amt.
Philip Ross Industries 200 Long Island Ave Wyandanch, NY 11798 11-2907117				Mechanical piping Misc GC work	$77,000 00
Federal ID No.					
Federal ID No.					
Federal ID No.					

This form must be filled out completely and legibly, signed by a company authorized representative and included in a **separate, sealed envelope** within the bid envelope. Use and additional page if needed.

Failure to complete this form accurately and in its entirety, may result in a non responsive bid determination.

Company Authorized Signature: [signature] Title: Vice President Date: 1-9-17

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PROPOSAL

COUNTY OF NASSAU
STATE OF NEW YORK

PROPOSAL

FOR

MISCELLANEOUS GLEN COVE PUMP STATIONS
REPAIRS AND IMPROVEMENTS
HARWOOD DRIVE EJECTOR STATION,
FRANKLIN AVENUE PUMP STATION

Contract No. S3P312-01G

GENERAL CONSTRUCTION

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Notice to Bidders and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the Plans and Specifications for the amount named in the Proposal hereinafter described.

In making this Proposal the Bidder hereby declares that all provisions of the Addenda which have been issued by the County of Nassau have been complied with in preparing his Bids.

Name of Bidder: ~~Hinck~~ (Fm) Fred Finley

Bidder: Hinck Electrical Contractor Inc.
(Individual, Firm or Corporation, as case may be)

Bidder's Business Address: 75 Orville Drive Suite 1 Bohemia NY 11716

Telephone: 631-277-7700 Date of Bid: 1/10/17

Fax: 631-277-7833 E-Mail: fred.finley@hinckelectric.com

++ NO TEXT ON THIS PAGE ++

PROPOSAL

(If Bidder is an Individual, fill in the following blanks:)

Name of Individual: _____

Residence of Individual: _____

(If Bidder is a Firm, fill in the following blanks:)

Name and Residence of Partner: _____

_____

Name and Residence of Partner: _____

_____

Name and Residence of Partner: _____

_____

(If Bidder is a Corporation, fill in the following blanks:)

Organized under the laws of the State of: New York

Name and Residence of President: John G. Buck

[redacted]

Name and Residence of Vice-President: Craig Hinck

[redacted]

Name and Residence of Secretary: Fred Finley

[redacted]

Name and Residence of Treasurer: _____

_____

++ NO TEXT ON THIS PAGE ++

GENERAL CONSTRUCTION

THE BIDDER AFFIRMS AND DECLARES:

1. That the above Bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be entered into.

2. That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same Work, and is in all respects fair and without collusion or fraud.

3. That said Bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety contractor or otherwise.

4. That no officer or employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the Contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

5. That he has carefully examined the Site of the Work and that, from his own personal investigations and research, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of labor, equipment, other facilities needed for the performance of the Work, the general and local conditions, and all other items which may, in any way, affect the Work or its performance.

6. The Bidder also declares that he has carefully examined and fully understands all the component parts of this Contract, that the Work can be performed as called for by the Contract, that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.

7. That the Bidder, for allowance items, will make payment to the parties designated by the County when directed by the County in the amount certified by the Engineer for the purposes indicated. It is also understood and agreed that the Final Contract Payment for allowance items will be based upon such actual payments, and not on the approximate amount cited herein.

8. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities of Glen Cove or Long Beach, the contractor shall be required to have such a license.

++ NO TEXT ON THIS PAGE ++

I. Rejection of Bids.

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. The bid on Unit Price Contracts, in the opinion of the Commissioner, contains unbalanced bid prices, where the unit price proposed for any item exceeds the estimated cost by more than fifteen percent (15%), or if any lump sum item bid exceeds the estimated cost by more than twenty-five percent (25%); or if
6. A determination that the bidder is not responsible is made in accordance with law.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend / to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

III. Lump Sum Contracts, Comparison of Bids.

Bids on lump Sum Contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if any.

IV. Apprenticeship Training Program

For all contracts in excess of $500,000 attach here verification letter regarding your firm's having an approved State of New York Apprenticeship Training Program.

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PROPOSAL

TO BE COMPLETED BY CONTRACTOR SUBMITTING
A BID ON GENERAL CONSTRUCTION
CONTRACT NO. S3P312-01G

THIS PAGE SHALL BE COMPLETED BY CONTRACTOR SUBMITTING
A BID ON GENERAL CONSTRUCTION
CONTRACT NO. S3P312-01G

ITEM NO.	APPROXIMATE QUANTITIES	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	AMOUNT BID PRICE DOLLARS	CENTS
1	Lump Sum	Base Bid for furnishing all labor, materials and equipment required for all Construction work at Harwood Drive Ejector Station and Franklin Avenue Pump Station as specified and shown on the drawings, complete and ready for operation. Six hundred sixty one thousand six hundred sixty and 0/100 Dollars Cents	661,660	00
2	10 Cubic Yards	For extra earth excavation beyond the limits of the Contract Drawings and Specifications, as ordered by the County. two thousand six hundred fifty and 0/100 Dollars Cents	2,650	00
3	10 Cubic Yards	For select fill from outside sources (per the Contract Drawings and Specifications), as ordered by the County. One thousand and 0/100 Dollars Cents	1,000	00
4	Allowance	For furnishing all labor, materials, equipment and incidentals for Miscellaneous Additional Work, as ordered by the County. Seventy-Five Thousand Dollars No Cents	$75,000	00

TOTAL BASE BID (Bid Item Nos. 1 thru 4): $ 740,310.00

TOTAL BASE BID (Bid Item Nos. 1 thru 4): MUST BE WRITTEN IN WORDS:

Seven hundred forty thousand three hundred ten and 0/100
DOLLARS CENTS

++ NO TEXT ON THIS PAGE ++

ALLOWANCES. It is expressly understood and agreed that the total Bid presented in this Proposal is the basis for establishing the amount of the Bid Security and includes the following allowances:

1. Item No. 4: An Allowance of seventy-five thousand dollars ($75,000) for Miscellaneous Additional Work.

All in accordance with the requirements of Division 1, Special Conditions; Section 01010, Summary of Work; Section 01020, Allowances; and Section 01150, Measurement and Payment.

Final Contract Payment for allowance items shall be based upon actual payments as authorized by the County, and not on the approximate amounts cited herein.

DETERMINATION OF LOW BID. Determination of low Bid will be made by comparing the total Bid which shall include the lump sum Base Bid price, unit price totals and allowances.

++ NO TEXT ON THIS PAGE ++

MAJOR EQUIPMENT ITEMS. The Bidder shall fill in the names and addresses of the proposed manufacturers and/or suppliers for the major equipment items tabulated hereinafter. It is expressly understood that the furnishing of this information will not relieve the Bidder of any requirements of the Contract Documents and failure to fill out properly is grounds for rejection.

Specification Number	Description	Manufacturer and/or Supplier
15170	Pneumatic Sewage Ejectors	Yeomans, Cornell Pump
16200	Diesel Engine Generator Set	Kohler
16210	Portable Diesel Engine Driven Generator	Kohler

NO TEXT ON THIS PAGE

IRAN DIVESTMENT ACT – CERTIFICATION

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

☑ **a. Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,

☐ **b. Certification that the Bidder's investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

Signature/Date

Craig Hinck - Vice President
Print Name and Position

NO TEXT ON THIS PAGE

MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,

Yes ___ No ✓

if yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ✓ No ___

(Contractor's Signature)

Hinck Electrical Contractor, Inc.
(Name of Business)

NO TEXT ON THIS PAGE

GENERAL CONSTRUCTION

PROPOSAL: For all work in accordance with the drawings and specifications:

Bidder: Hinck Electrical Contractor, Inc.
(Individual, Firm or Corporation, as case may be)

Individual's Social Security No.: _____

Federal ID No: 11-2215346

Municipal License ID Number: _____

Municipal Licensing Agency: _____

By: _____ Date: 1/3/17
(Signature of Individual, Partner or Corporate Officer)

(Print): Craig Hinck Title: Vice President

WHERE BIDDER IS A CORPORATION, ADD

ATTEST: Fred Finley
Secretary

(CORPORATE)
(SEAL)

++ NO TEXT ON THIS PAGE ++

GENERAL CONSTRUCTION

Note: The Bids shall be sworn to by the person signing them, in one of the following forms:

(Form of Affidavit where Bidder is an Individual)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

_____Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing Bid and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
This _____day of _____20_____.

_____
Notary Public

(Form of Affidavit where Bidder is a Firm)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

_____Being duly sworn, deposes and says: That he is a member of _____, the firm described in and which executed the foregoing Bid; that he duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
This _____day of _____20_____.

_____
Notary Public

++ NO TEXT ON THIS PAGE ++

GENERAL CONSTRUCTION

(Form of Affidavit where Bidder is a Corporation)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

Craig Hinck Being duly sworn, deposes and says: That he resides at [redacted], that he is the Vice President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he affixed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me
This 3RD day of January 20 17.

Barbara A. McGivney
Notary Public

BARBARA A. MCGIVNEY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MC6328934
Qualified In Suffolk County
My Commission Expires August 10, 2018

++ NO TEXT ON THIS PAGE ++

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Craig Hinck — 1/3/17
Name and Title of Authorized Representative — m/d/yy

Signature — 1/3/17
Date

Hinck Electrical Contractor, Inc.
Name of Organization

75 Orville Drive, Suite 1 Bohemia NY 11716
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

NO TEXT ON THIS PAGE

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

NO TEXT ON THIS PAGE

COUNTY OF NASSAU

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

1. Name of the Entity: Hinck Electrical Contractor, Inc.

Address: 75 Orville Drive, Suite 1

City, State and Zip Code: Bohemia, NY 11716

2. Entity's Vendor Identification Number: 11-2215346

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):

John G. Ruck [redacted]

Craig Hinck [redacted]

Fred Finley [redacted]

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

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

None

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

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

None

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

NONE

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

NONE

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

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

Dated: 1/3/17

Signed: [signature]

Print Name: Craig Hinck

Title: Vice President

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

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

None

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

None

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

None

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

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

None

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: 1/3/17

Signed: _____

Print Name: Craig Hinck

Title: Vice President

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

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

Business History Form

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

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

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

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

Date: January 3, 2017

1) Proposer's Legal Name: Hinck Electrical Contractor, Inc.

2) Address of Place of Business: 75 Orville Drive, Suite 1 Bohemia NY 11716

List all other business addresses used within last five years: None

3) Mailing Address (if different): _____

Phone : 631-277-7700

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 057716078

5) Federal I.D. Number: 11-2215346

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ✓
Corporation ___ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No ✓ If Yes, please provide details: _____

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

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

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for or on behalf of an affiliated business.
Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ✓

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ✓ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No ✓ If Yes, provide details for each such occurrence. _____

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

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

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

17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

Should a potential conflict of interest arise, we will contact the County and be guided accordingly

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

Should the proposer be other than an individual, the Proposal **MUST** include:

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 NCDPW - Bay Street

Contact Person Ed Visone

Address 1194 Prospect Avenue

City/State Westbury, NY 11590

Telephone 516-571-7359

Fax # _____

E-Mail Address _____

Company SCDPW - Bergen Point

Contact Person Phil Campisi

Address 335 Yaphank Avenue

City/State Yaphank, NY 11980

Telephone 631-852-4010

Fax # 631-852-4150

E-Mail Address

Company Town of Hempstead - Bowling Green

Contact Person John Reinhart

Address 350 Front Street

City/State Hempstead, NY 11550-4037

Telephone 516-538-7100

Fax #

E-Mail Address

CERTIFICATION

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

I, Craig Hinck, 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 3RD day of January 2017

Barbara A. McGivney
Notary Public

BARBARA A. MCGIVNEY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MC6328934
Qualified in Suffolk County
My Commission Expires August 10, 2019

Name of submitting business: Hinck Electrical Contractor, Inc.

By: Craig Hinck
Print name

Signature

Vice President
Title

1/3/17
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 Craig Hinck
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 75 Orville Drive, Suite, 1
   City/state/zip Bohemia, NY 11716
   Telephone 631-277-7700
   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 08 / 05 / 93 ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ✓ NO ___ If Yes, provide details.

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

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

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

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

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

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

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

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

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

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

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

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

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

CERTIFICATION

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

I, Craig Hinck, 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 3rd day of January 2017

Barbara A. McGivney
Notary Public

BARBARA A. MCGIVNEY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MC6328934
Qualified In Suffolk County
My Commission Expires August 10, 2019

Hinck Electrical Contractor, Inc.
Name of submitting business

Craig Hinck
Print name

Signature

Vice President
Title

1 / 3 / 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 John G. Buck
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 75 Orville Drive, Suite, 1
   City/state/zip Bohemia, NY 11716
   Telephone 631-277-7700
   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 /13 /86 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.

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, John G. Buck, 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 3rd day of January 2017

Barbara A. McGivney
Notary Public

BARBARA A. MCGIVNEY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MC6328934
Qualified in Suffolk County
My Commission Expires August 10, 2019

Hinck Electrical Contractor, Inc.
Name of submitting business

John G. Buck
Print name

Signature

President
Title

1 / 3 / 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 Fred Finley
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 75 Orville Drive, Suite 1
   City/state/zip Bohemia, NY 11716
   Telephone 631-277-7700
   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 11/01/14
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

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

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

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

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

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

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

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

CERTIFICATION

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I, Fred Finley, 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 3rd day of January 2017

Barbara A. McGivney
Notary Public

BARBARA A. MCGIVNEY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MC6328934
Qualified in Suffolk County
My Commission Expires August 10, 2019

Hinck Electrical Contractor, Inc.
Name of submitting business

Fred Finley
Print name

Signature

Secretary
Title

1 / 3 / 17
Date

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.

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 46

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 46

   b. as a Subcontractor 46

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
Baldwin Pump station -			Philp Ross Industries $1,034,500
Massapequa Pump Station -			Philip Ross Industries $1,873,900
Oceanside Pump Station -			Philip Ross Industries $798,000

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
Ray Street - NCDPW			Ed Visone $962,350
NC Pump Station SCADA			$7,037,585
Sandy Emergency Repairs			

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to You? NO
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? NO
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

NO TEXT ON THIS PAGE

c. ever been declared a non-responsible bidder by any municipality or public agency? No
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? No
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? No
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? No
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? No
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

NO TEXT ON THIS PAGE

d. that has ever been barred from bidding municipal or public contracts? NO
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? NO
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State. NONE

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

NONE

10. In what other lines of business are you financially interested?

NONE

NO TEXT ON THIS PAGE

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
John G. Buck	President	30	All	Estimator/Project Mngr
Craig Hinck	Vice President	25	All	Estimator/Project Mnge
Fred Finley	Secretary	17	All	Estimator/Project mngr

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
Please see attached list			

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

None

(use additional blank sheets if additional space is necessary)

NO TEXT ON THIS PAGE

Hinck Electrical Contractor, Inc.
75 Orville Drive, Suite 1
Bohemia, NY 11716

YEAR	MAKE	PLATE NO.	VIN #	
2012	FORD ESCAPE	FPL5437	1FMCU4K34CKA40862	
2012	FORD ESCAPE	FPL5438	1FMCU4K36CKA40863	
2011	CHEVROLET PICK UP	69414JZ	1GC2KVCG4BZ118317	
2010	FORD	53236MC	1FTMF1CWAKA49692	PICK-UP
2010	FORD E350 BUCKET VAN	58953KA	1FTSE3EL2ADA66672	MAINTENANCE
2010	FORD	64721JZ	1FTNF2A50AEB26874	PICK UP
2009	FORD E350 BUCKET VAN	54681JZ	1FTSE34L49DA79615	
2009	CHEVROLET	58128MA	1GCHC43KX9F122468	SILVERADO PICKUP
2009	FORD E-350 BUCKET VAN	54751JZ	1FTSE34L99DA79616	BUCKET VAN
2009	FORD - E-350 BUCKET VAN	54814JZ	1FTSE34L89DA79617	BUCKET VAN
2005	FORD F350	60755JY	1FDWF375X5EB73316	PICKUP
2004	FREIGHTLINER	60923KA	1FVABSAKX4DM63809	BIG BOX TRUCK
2004	FREIGHTLINER	54660JZ	1FVACWCTX4HN02255	UTILITY KNUCKLE BOOM
2004	FORD E350	60754JY	1FDXE45P84HA54470	BUCKET VAN

2004	FORD E350	32311KA	1FDWE35P64HA69393	BUCKET VAN
2003	CHEVROLET SILVERADO	81778MA	1GCHC29U23E339314	PICK UP
2003	GMC SIERRA 2500	54461JZ	1GTHK29UX3E104758	PICK UP
2003	INTERNATIONAL 430	67039MA	1HTMMAAM83H665134	ATTENUATOR
2002	TOYOTA	EFN2857	4T1BE32K12U072068	FIELD CAR
2002	INTERNATIONAL 430	57040MA	1HTMMAAM62H305156	ATTENUATOR
2002	FORD F550	54823JZ	1FDAF56F72EC29109	DUMP
2002	FORD F450	54672JZ	1FDXF47F12EC07366	PICK UP
2002	CHEVROLET SILVERADO 2500	CME6652	1GCGC24U32Z115117	PICK UP
2000	KIEFER- 2 TRAILERS	AD11778	1DVDC1018YA006588/ 87	TRAILER - YELLOW
2001	ISUZU	67926JV	JALC4B14417001304	BOX TRUCK TRUCK
2001	CHEVROLET C7500	80922KA	1GBM7H1C71J507479	UTILITY BUCKET- 42'
2001	FREIGHTLINER	80885KA	1FVABTBS31DH63341	FLATBED/ RACK TRUCK
2000	GMC	30980KA	1GDJK34R2YF426754	BUCKET VAN
2000	FORD	38928JV	1FTSE34L9YHB26838	BUCKET VAN
2000 (12)	FORD	38930JV	1FTSE34L3YHB31663	BUCKET VAN
2000	FORD EC3	38929JV	1FTSE34L9YHB26838	BUCKET VAN
2000	FORD	81485JW	1FDXF46F7YEB14359	UTILITY
2000	FORD	38927JV	1FTSE34L5YHA48994	VAN
1999	CHEVY	57461MA	1GCHG36ROX1143025	BLUE VAN
1999	CHEVY	81486JW	1GBKC34FXXF086764	RACK TRUCK

1999	GMC 7500	13787SM	1GDM7H1C6XJ512616	UTILITY BUCKET
1999	FORD F450	74184MB	3FDXF46F9XMA37828	RACK TRUCK
1999	CHEVY	55956JP	1GBJC34R0XF003062	RACK TRUCK
1998	INTERNATIONAL	59727JY	1HTSDAAN9WH599068	LINE TRUCK
1998	FORD	33082JL	1FTSE34L2WHA56527	BUCKET VAN
1998	FORD E350	33083JL	1FTSE34LWHA55531	BUCKET VAN
1998	CHEVROLET	11647JE	1GBJ7H1C8WJ109197	24' KODIAK Rack Truck
1997 (18)	INTERNATIONAL	60107JY	1HTSDAAP9VH430913	LINE TRUCK
1997	CHEVROLET 1500	91865JX	1GCEG16W7V1079625	CARGO VAN
1997	FORD	14520JT	1FDLE47S9VHB06637	BOX TRUCK
1997	GMC			
1996	FREIGHTLINER	57006MA	1FVGHLAB7TL817993	DERRICK DIGGER
1996	FORD VERSALIFT (8)	34151JG	1FDNF80C8TVA27009	BUCKET VAN
1996 (5)	FORD	85418JG	1FDNF80C8TVA30508	UTILITY
1996	FORD	81496JW	1FDXF80C8TVA26885	42' BUCKET TRUCK
1995	CHEVROLET (23)	26478JR	1GBHG31K2SF167304	VAN
1995	FORD	49321JW	2FTHF25H5SCA61013	PICK UP
1995	CHEVY (1)	26478JR	1GBHG31K2SF167304	VAN
1991	GMC	11648JE	1GDM7H1J9MJ522477	65' UTILITY
1990 (10)	FORD	93648JF	1FDXK84A1LVA1700A	UTILITY 45' Bucket
1990 (24)	INTERNATIONAL	36775JG	1HTLDTVN6GHA26846	UTILITY 45' Bucket
1972	HOGG TRAILER	BE54798		TRAILER
2005	FORD F750	86089MD	3FRXF75S05V106806	UTILITY BUCKET- 45'

2006	CHEVROLET E-35	87953MD	1GCHG35U451211554	BUCKET VAN
2013	FORD E350 BUCKET	91744MD	1FDSE3EL3DDB14687	BUCKET VAN
2013	FORD E350 BUCKET	91745MD	1FDSE3EL3DDB14688	BUCKET VAN
2013	FORD E350 BUCKET	91746MD	1FDSE3EL3DDB14686	BUCKET VAN
2014	CHEVY SILVERADO 2500	18875ME	1GC1KVCG6EF151000	PICKUP
2013	FORD EC3	32410ME	1FDSE3EL5DDB34477	BUCKET VAN
2013	FORD EC3	36149ME	1FDSE3EL7DDB14652	BUCKET VAN
2013	FORD EC3	32409ME	1FDSE3EL7DDB34481	BUCKET VAN
2013	FORD EC3	32408ME	1FDSE3EL8DDB34473	BUCKET VAN
2013	FORD EC3	36148ME	1FDSE3EL5DDB14682	BUCKET VAN
2013	FORD EC3	36147ME	1FDSE3EL7DDB14683	BUCKET VAN
2004	CROSS TRAILER	AJ94284	431FS162941000092	TRAILER- YELLOW
2006	CHEVY 5500	69426ME	1GBE5C3226F403994	UTILITY BUCKET-43'
2002	FREIGHTLINER F70	59747JY	1FVABSAK92HK09252	UTILITY BUCKET
2002	CARMATE UTILITY TRAILER	AT56908	5A3U408S72L002770	TRAILER 4'X8'
1997	GMC	74170MB	4KDB4B1R3VJ000349	BOX TRUCK

14. In what manner have you inspected this proposed work? Explain in detail.

Pre Bid walk through

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

Upon Request

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

Fred Finley.

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term
Liability	Travelers	As required by plans & spec	

NO TEXT ON THIS PAGE

Frederick B. Finley

[redacted]

OBJECTIVE

To obtain a full time position performing financial and managerial tasks which will improve a company's profitability and marketability in their industry.

RELEVANT EXPERIENCE

Hinck Electrical Contractors Islip Terrace July 1998-Present
Project Manager/Estimator

- Responsible for complete estimates associated with ground water pump stations, water treatment plants, backup generators, instrumentation, LNG projects, LIRR work, high voltage work, nursing homes, site lighting, marinas, etc.
- Write all major purchase orders, price and buy all miscellaneous material
- All necessary correspondence including but not limited to submittals, meetings and scheduling
- Submit all billings from mobilization to demobilization and retainage

Pratt Construction Holtsville, NY Summers 1994-95
Assistant Project Manager/Engineer Assistant

- Assisted head Engineers with road construction from excavation phase to final striping phase
- Worked with blueprints to determine specific quantity of material required for road shoulder
- Assisted surveyors taking various measurements
- Entered payroll hours into database

SKILLS

Computers;

- Extensive experience with Bid Track estimating Programs
- Experience with WordPerfect and Windows
- Limited use of Lotus Applications
- Work with Netscape and HTML
- Power Point presentation capabilities

EDUCATION

Clarkson University Potsdam, NY
May 1998, Bachelor of Science in Engineering and management concentration in Finance

REFERENCES

Available upon request

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

NO TEXT ON THIS PAGE

LIII. ALL LEGAL PROVISIONS DEEMED INCLUDED; SEPARABILITY; SUPREMACY; COMPLIANCE WITH LAW

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

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

11. **Vendor Code of Ethics**. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the

Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

Signature

John G. Buck, President

Printed Name and Title

February 5, 2020

Date

PROPOSAL

TO BE COMPLETED BY CONTRACTOR SUBMITTING
A BID ON GENERAL CONSTRUCTION
CONTRACT NO. S3P312-01G

THIS PAGE SHALL BE COMPLETED BY CONTRACTOR SUBMITTING
A BID ON GENERAL CONSTRUCTION
CONTRACT NO. S3P312-01G

ITEM NO.	APPROXIMATE QUANTITIES	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	AMOUNT BID PRICE DOLLARS	CENTS
1	Lump Sum	Base Bid for furnishing all labor, materials and equipment required for all Construction work at Harwood Drive Ejector Station and Franklin Avenue Pump Station as specified and shown on the drawings, complete and ready for operation. Six hundred sixty one thousand six hundred sixty and °/₁₀₀ Dollars Cents	661,660	00
2	10 Cubic Yards	For extra earth excavation beyond the limits of the Contract Drawings and Specifications, as ordered by the County. two thousand six hundred fifty and °/₁₀₀ Dollars Cents	2,650	00
3	10 Cubic Yards	For select fill from outside sources (per the Contract Drawings and Specifications), as ordered by the County. One thousand and °/₁₀₀ Dollars Cents	1,000	00
4	Allowance	For furnishing all labor, materials, equipment and incidentals for Miscellaneous Additional Work, as ordered by the County. Seventy-Five Thousand No Dollars Cents	$75,000	00

TOTAL BASE BID (Bid Item Nos. 1 thru 4): $ 740,310.00

TOTAL BASE BID (Bid Item Nos. 1 thru 4): MUST BE WRITTEN IN WORDS:

Seven hundred forty thousand three hundred ten and °/₁₀₀
DOLLARS CENTS

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

John G. Buck, President — 11/18/2019

Name and Title of Authorized Representative — m/d/yy

Signature — 11/18/19 Date

Hinck Electrical Contractor, Inc.

Name of Organization

75 Orville Drive, Suite 1 Bohemia, NY 11716

Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 46

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 46

   b. as a Subcontractor 46

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
Baldwin Pump station -			Philp Ross Industries $1,034,500
Massapequa Pump Station -			Philip Ross Industries $1,873,900
Oceanside Pump Station -			Philip Ross Industries $798,000

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
Ray Street - NCDPW			Ed Visone $962,350
NC Pump Station SCADA			$7,037,585
Sandy Emergency Repairs			

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to You? NO
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? NO
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

c. ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? NO
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? NO
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

d. that has ever been barred from bidding municipal or public contracts? NO
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? NO
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State. NONE

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

NONE

10. In what other lines of business are you financially interested?

NONE

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
John G. Buck	President	30	All	Estimator/Project Mngr
Craig Hinck	Vice President	25	All	Estimator/Project Mnge
Fred Finley	Secretary	17	All	Estimator/Project mngr

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
Please see attached list			

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

None

(use additional blank sheets if additional space is necessary)

Hinck Electrical Contractor, Inc.
75 Orville Drive, Suite 1
Bohemia, NY 11716

YEAR	MAKE	PLATE NO.	VIN #	
2012	FORD ESCAPE	FPL5437	1FMCU4K34CKA40862	
2012	FORD ESCAPE	FPL5438	1FMCU4K38CKA40863	
2011	CHEVROLET PICK UP	69414JZ	1GC2KVCG4BZ118317	
2010	FORD	53236MC	1FTMF1CWAKA49592	PICK-UP
2010	FORD E350 BUCKET VAN	68963KA	1FTSE3EL2ADA86672	MAINTENANCE
2010	FORD	64721JZ	1FTNF2A50AEB26874	PICK UP
2009	FORD E350 BUCKET VAN	54661JZ	1FTSE34L49DA79615	
2009	CHEVROLET	58128MA	1GCHC43KX9F122468	SILVERADO PICKUP
2009	FORD E-350 BUCKET VAN	54751JZ	1FTSE34L89DA79616	BUCKET VAN
2009	FORD - E-350 BUCKET VAN	54814JZ	1FTSE34L89DA79617	BUCKET VAN
2005	FORD F350	90755JY	1FDWF375X5EB73316	PICKUP
2004	FREIGHTLINER	80923KA	1FVABSAKX4DM63809	BIG BOX TRUCK
2004	FREIGHTLINER	54880JZ	1FVACWCTX4HN02256	UTILITY KNUCKLE BOOM
2004	FORD E350	90754JY	1FDXE45P84HA54470	BUCKET VAN

2004	FORD E350	32311KA	1FDWE35P64HA69393	BUCKET VAN
2003	CHEVROLET SILVERADO	61778MA	1GCHC29U23E339314	PICK UP
2003	GMC SIERRA 2500	54461JZ	1GTHK29UX3E104758	PICK UP
2003	INTERNATIONAL 430	57039MA	1HTMMAAM83H565134	ATTENUATOR
2002	TOYOTA	EFN2857	4T1BE32K12U072066	FIELD CAR
2002	INTERNATIONAL 430	57040MA	1HTMMAAM62H305150	ATTENUATOR
2002	FORD F650	54623JZ	1FDAF56F72EC29109	DUMP
2002	FORD F450	54572JZ	1FDXF47F12EC07368	PICK UP
2002	CHEVROLET SILVERADO 2500	CME6852	1GCGC24U62Z115117	PICK UP
2000	KIEFER- 2 TRAILERS	AD11776	1DVDC1016YA006588/ 87	TRAILER - YELLOW
2001	ISUZU	67926JV	JALC4B14417001304	BOX TRUCK TRUCK
2001	CHEVROLET C7500	80922KA	1GBM7H1C71J507479	UTILITY BUCKET- 42'
2001	FREIGHTLINER	80885KA	1FVABTBS31DH83341	FLATBED/ RACK TRUCK
2000	GMC	30980KA	1GDJK34R2YF426754	BUCKET VAN
2000	FORD	38928JV	1FTSE34L9YHB25838	BUCKET VAN
2000 (12)	FORD	38930JV	1FTSE34L3YHB31663	BUCKET VAN
2000	FORD EC3	38929JV	1FTSE34L9YHB26838	BUCKET VAN
2000	FORD	81485JW	1FDXF46F7YEB14359	UTILITY
2000	FORD	38927JV	1FTSE34L5YHA48994	VAN
1999	CHEVY	57481MA	1GCHG35ROX1143025	BLUE VAN
1999	CHEVY	81486JW	1GBKC34FXXF085764	RACK TRUCK

1999	GMC 7500	13787SM	1GDM7H1C5XJ512616	UTILITY BUCKET
1999	FORD F450	74184MB	3FDXF46F9XMA37826	RACK TRUCK
1999	CHEVY	55958JP	1GBJC34R0XF003082	RACK TRUCK
1998	INTERNATIONAL	59727JY	1HTSDAAN9WH599068	LINE TRUCK
1998	FORD	33082JL	1FTSE34L2WHA55527	BUCKET VAN
1998	FORD E350	33083JL	1FTSE34LWHA55531	BUCKET VAN
1998	CHEVROLET	11647JE	1GBJ7H1C9WJ109197	24' KODIAK Rack Truck
1997 (18)	INTERNATIONAL	60107JY	1HTSDAAP9VH430913	LINE TRUCK
1997	CHEVROLET 1500	91885JX	1GCEG15W7V1079625	CARGO VAN
1997	FORD	14520JT	1FDLE47S9VHB05637	BOX TRUCK
1997	GMC			
1996	FREIGHTLINER	57006MA	1FV6HLAB7TL817963	DERRICK DIGGER
1996	FORD VERSALIFT (8)	34151JG	1FDNF80C8TVA27009	BUCKET VAN
1996 (5)	FORD	85418JG	1FDNF80C8TVA30508	UTILITY
1996	FORD	81496JW	1FDXF80C6TVA26885	42' BUCKET TRUCK
1995	CHEVROLET (23)	26478JR	1GBHG31K2SF167304	VAN
1995	FORD	49321JW	2FTHF25H5SCA61013	PICK UP
1995	CHEVY (1)	26478JR	1GBHG31K2SF167304	VAN
1991	GMC	11648JE	1GDM7H1J9MJ522477	65' UTILITY
1990 (10)	FORD	93648JF	1FDXK84A1LVA1700A	UTILITY 45' Bucket
1986 (24)	INTERNATIONAL	36775JG	1HTLDTVN5GHA28646	UTILITY 45' Bucket
1972	HOGG TRAILER	BE54798		TRAILER
2005	FORD F750	88989MD	3FRXF75S05V106806	UTILITY BUCKET- 45'

2005	CHEVROLET E-35	87953MD	1GCHG35U451211554	BUCKET VAN
2013	FORD E350 BUCKET	91744MD	1FDSE3EL3DDB14687	BUCKET VAN
2013	FORD E350 BUCKET	91745MD	1FDSE3EL3DDB14688	BUCKET VAN
2013	FORD E350 BUCKET	91746MD	1FDSE3EL9DDB14686	BUCKET VAN
2014	CHEVY SILVERADO 2500	18875ME	1GC1KVCG8EF151000	PICKUP
2013	FORD EC3	32410ME	1FDSE3EL5DDB34477	BUCKET VAN
2013	FORD EC3	36149ME	1FDSE3EL7DDB14652	BUCKET VAN
2013	FORD EC3	32409ME	1FDSE3EL7DDB34481	BUCKET VAN
2013	FORD EC3	32408ME	1FDSE3EL8DDB34473	BUCKET VAN
2013	FORD EC3	36148ME	1FDSE3EL5DDB14682	BUCKET VAN
2013	FORD EC3	36147ME	1FDSE3EL7DDB14683	BUCKET VAN
2004	CROSS TRAILER	AJ94284	431FS162941000092	TRAILER- YELLOW
2006	CHEVY 5500	69425ME	1GBE5C3226F403994	UTILITY BUCKET-43'
2002	FREIGHTLINER F70	59747JY	1FVABSAK32HK09252	UTILITY BUCKET
2002	CARMATE UTILITY TRAILER	AT55908	5A3U408S72L002770	TRAILER 4'X8'
1997	GMC	74170MB	4KDB4B1R3VJ000349	BOX TRUCK

14. In what manner have you inspected this proposed work? Explain in detail.

PreBid walk through

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

Upon Request

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

Fred Finley.

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term
Liability	Travelers	As Required by plans & spec	

Frederick B. Finley

[redacted]

OBJECTIVE

To obtain a full time position performing financial and managerial tasks which will improve a company's profitability and marketability in their industry.

RELEVANT EXPERIENCE

Hinck Electrical Contractors Islip Terrace July 1998-Present
Project Manager/Estimator

- Responsible for complete estimates associated with ground water pump stations, water treatment plants, backup generators, instrumentation, LNG projects, LIRR work, high voltage work, nursing homes, site lighting, marinas, etc.
- Write all major purchase orders, price and buy all miscellaneous material
- All necessary correspondence including but not limited to submittals, meetings and scheduling
- Submit all billings from mobilization to demobilization and retainage

Pratt Construction Holtsville, NY Summers 1994-95
Assistant Project Manager/Engineer Assistant

- Assisted head Engineers with road construction from excavation phase to final striping phase
- Worked with blueprints to determine specific quantity of material required for road shoulder
- Assisted surveyors taking various measurements
- Entered payroll hours into database

SKILLS

Computers;

- Extensive experience with Bid Track estimating Programs
- Experience with WordPerfect and Windows
- Limited use of Lotus Applications
- Work with Netscape and HTML
- Power Point presentation capabilities

EDUCATION

Clarkson University Potsdam, NY
May 1998, Bachelor of Science in Engineering and management concentration in Finance

REFERENCES

Available upon request

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

Hinck Electrical Contractors, Inc.

75 Orville Drive • Suite 1
Bohemia, NY 11716

(631) 277-7700 FAX (631) 277-7833
www.hinckelectric.com

February 13, 2017

To: County of Nassau
Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590-2723

Attn: Joe Davenport
Chief Sanitary Engineer
Unit Head, Water Waste Engineering Unit

Re: Contract No. S3P312-01G
Glen Cove Pump Station Repairs & Improvements
Harwood Dr. Ejector Station & Franklin Ave. PS

Hinck Electric intends to pursue any and all MBE and WBE options. Going forward we will increase participation as the project evolves. We will update the plan as the project progresses.

Very truly yours,

Fred Finley
Project Manager
Hinck Electrical Contractor, Inc.

Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form
(Revised 09/2014)

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality:		**County:**	
SRF Project No.:	**GIGP No.:**	**Contract ID:**	**Registration No. (NYC only):**
Minority Business Officer:		**Email:**	**Phone #:**
Address of MBO:			
Signature of MBO: (Required even if Authorized Rep. is filled out) ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			**Date:**
Complete if applicable: MBO may authorize representative to complete & submit quarterly payment reports.			
Authorized Representative:		**Title:**	
Authorized Rep. Company:		**Email:**	**Phone #:**
Electronic Signature of Authorized Rep.: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			**Date:**

SECTION 2: PRIME CONTRACTOR/SERVICE PROVIDER INFORMATION				
If contract is performed through an MWBE Joint Venture or Teaming Arrangement please submit the additional form found at www.efc.ny.gov/mwbe				
Firm Name: Hinck Electrical Contractor, Inc.			**Contract Type:** ☒ Construction ☐ Other Services	
Prime Firm is Certified as: ☐ MBE ☐ WBE ☒ N/A ☐ Other: Please repeat information in the Utilization Plan below (Section 3). If dual certified, you must select either MBE or WBE.				
Address: 75 Orville Drive, Suite 1 Bohemia, NY		**Phone #:** 631-277-7700	**Fed. Employer ID #:** 11-2215346	
Description of Work: Upgrade of pump stations				
Award Date:	**Start Date:**	**Completion Date:**	**MWBE GOAL Total**	**PROPOSED MWBE Participation**
Total Contract Amount: $ 740,310.00 **MWBE Eligible Contract Amount:** $ (MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)			**MBE:** % $ **WBE:** % $ **Total:** % $	**MBE:** % $ **WBE:** 10.13% $ 75,000 **Total:** % $
If waivers are requested, documentation must be attached: ☐ **Full Waiver** (No Participation) ☐ **Partial Waiver** (Short of the MWBE Goal)				
☐ **Specialty Equipment/Services Waiver** (must be of SIGNIFICANT cost - list of equipment and cost & good faith effort documentation must be attached)				
Electronic Signature of Contractor: ☑ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function. **Name** (Please Type): [signature]				**Date:** 2/13/17

Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form
(Revised 09/2014)

SECTION 3: UTILIZATION PLAN				
This Submittal is: ☐ The First/Original Utilization Plan ☐ Revised Utilization Plan #:				
NYS Certified M/WBE Contractor & Subcontractor Info (MBO to check certifications)		**Contract Amount: MBE ($)**	**WBE ($)**	**For EFC Use:**
Name: Reiner Pump	**Fed. Employer ID#:** 223-615-994			
Address: 270 Sparta Ave, Suite 104 Sparta NJ 07871	**Phone #:** 973-347-9000			
Scope of Work: Furnish pumps	**Email:** jnewgarde@reinerpump.com		75,000	
Select Only One: ☐ **MBE** ☒ **WBE** ☐ Other:	**Start Date:**			
Full Contract Amount: $ 740,310.00	**Completion Date:**			
Name:	**Fed. Employer ID#:**			
Address:	**Phone #:**			
Scope of Work:	**Email:**			
Select Only One: ☐ **MBE** ☐ **WBE** ☐ Other:	**Start Date:**			
Full Contract Amount: $	**Completion Date:**			
Name:	**Fed. Employer ID#:**			
Address:	**Phone #:**			
Scope of Work:	**Email:**			
Select Only One: ☐ **MBE** ☐ **WBE** ☐ Other:	**Start Date:**			
Full Contract Amount: $	**Completion Date:**			
Name:	**Fed. Employer ID#:**			
Address:	**Phone #:**			
Scope of Work:	**Email:**			
Select Only One: ☐ **MBE** ☐ **WBE** ☐ Other:	**Start Date:**			
Full Contract Amount: $	**Completion Date:**			
Name:	**Fed. Employer ID#:**			
Address:	**Phone #:**			
Scope of Work:	**Email:**			
Select Only One: ☐ **MBE** ☐ **WBE** ☐ Other:	**Start Date:**			
Full Contract Amount: $	**Completion Date:**			

Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form
(Revised 09/2014)

SECTION 4: EEO STAFFING PLAN (*Service Providers Only* - Instructions on the following page)

Municipality:	County:	SRF Project No.:	Contract ID:
Service Provider Name: Hinck Electrical Contractor, Inc.		Date: 2/13/2017	S3P312-01G

Report Includes -- Please select one from the options below:

☐ Workforce utilized on this contract

☐ Contractor/subcontractor's total workforce

Reporting Entity -- Please select one from the options below:

☑ Prime Service Provider

☐ Subcontractor

Job Categories	Hispanic/ Latino		Not Hispanic or Latino											
			Male						Female					
	Male	Female	White	Black/ African American	Native Hawaiian/ Other Pacific Islander	Asian	Native American/ Alaska Native	Two or More Races	White	Black/ African American	Native Hawaiian/ Other Pacific Islander	Asian	Native American/ Alaska Native	Two or More Races
Senior Level Officials/Managers	0	0	1	0	0	0	0	0	0	0	0	0	0	0
Mid-Level Officals/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals	0	1	0	0	0	0	0	0	0	1	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	0	0	0	0	0	0	0	0	1	0	0	0	0	0
Skilled Craftsmen	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives Semi-Skilled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers & Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Journeypersons														
Apprentices														
Trainees														

Electronic Signature of Service Provider: ☒ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge. **Date:** 2/13/2017

Name (Please Type)**:** Fred Finley

E-33-20

NIFS ID:CFPW19000041 Department: Public Works

Capital: X

SERVICE: CM Svces-GCWWTP Sludge Dewatering Imp-S35114-06M

Contract ID #:CFPW19000041 NIFS Entry Date: 20-NOV-19 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Material Adverse Information Identified? (if yes, attach memo):	Y
5) Insurance Required	Y

Vendor Info:	
Name: **LiRo Program & Construction Management, PE P.C.**	Vendor ID#: [redacted]
Address: 3 Aerial Way Syosset, NY 11791	Contact Person: [redacted]
	Phone: [redacted]

Department:
Contact Name: Karen A. Fay, P.E.
Address: NCDPW 3340 Merrick Road Building R, 3rd Floor Wantagh, NY 11793
Phone: (516)571-7534

Routing Slip

Department	**NIFS Entry: X**	**03-DEC-19 -- LDIONISIO**
Department	**NIFS Approval: X**	**03-DEC-19 -- RDALLEVA**
DPW	**Capital Fund Approved: X**	**03-DEC-19 -- RDALLEVA**
OMB	**NIFA Approval: X**	**18-DEC-19 -- CNOLAN**
OMB	**NIFS Approval: X**	**03-DEC-19 -- NGUMIENIAK**
County Atty.	**Insurance Verification: X**	**03-DEC-19 -- DMCDERMOTT**
County Atty.	**Approval to Form: X**	**03-DEC-19 -- DMCDERMOTT**

CPO	**Approval: X**	**30-DEC-19 -- KOHAGENCE**
DCEC	**Approval: X**	**31-DEC-19 -- JCHIARA**
Dep. CE	**Approval: X**	**31-DEC-19 -- BSCHNEIDER**
Leg. Affairs	**Approval/Review: X**	**20-FEB-20 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: GCWWTP Sludge Dewatering Imp-CM Svces are required for the mentioned project S35114-06M Glen Cove Wastewater Treatment Plant Sludge Dewatering Facility Improvements. The CM is required to provide administration of the project and shall administer all of the construction contracts on the County's behalf. The term of services shall commence upon the date that is outlined in a written notice from the Department to the Contractor authorizing the Contractor to commence with the performance of the Services and shall terminate Twenty Six (26) months from the Commencement Date.
Method of Procurement: The contract was entered into after a written request for proposals was issued on 7/28/2017. Potential proposers were made aware of the availability of the RFPby advertisement in Newsday, eProcure, NYS Contract Reporter, posting on industry websites, via email to interested parties and by publication on the County procurement website. Six (6) proposals were received and evaluated. The evaluation committee consisted of Ken Arnold, Joe Davenport, Tom Immerso, and Ed Visone. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.
Procurement History: The contract was entered into after a written request for proposals was issued on 7/28/2017. Potential proposers were made aware of the availability of the RFPby advertisement in Newsday, eProcure, NYS Contract Reporter, posting on industry websites, via email to interested parties and by publication on the County procurement website. Six (6) proposals were received and evaluated. The evaluation committee consisted of Ken Arnold, Joe Davenport, Tom Immerso, and Ed Visone. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.
Description of General Provisions: Major components of the project include the provision of two (2) new belt filter presses, three (3) new sludge feed pumps, and modifications to the sludge cake conveyor and truck loading system, along with requisite HVAC, electrical and mechanical improvements.
Impact on Funding / Price Analysis: The funding for these professional services is available under Capital Project 35114. Technical & Cost Proposals were received from six (6) firms on August 21, 2017. The Technical Proposals were evaluated by professionals from within the Department of Public Works. Firm's services under this Agreement, including any Extra Services that may so be authorized, shall not exceed One Million, Two Hundred Ninety-Eight Thousand, Eight Hundred Seventeen Dollars and Zero Cents ($1,298,817.00) (The "Maximum Amount"). Projected MWBE contract percentage: 12.7%.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approved as Submitted

Advisement Information

BUDGET CODES	FUNDING	AMOUNT	

Fund:	PWCSW
Control:	**35**
Resp:	**114**
Object:	**00003**
Transaction:	**CF**
Project #:	**35114**
Detail:	**006**

RENEWAL	
% Increase	
% Decrease	

SOURCE	
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 1,298,817.00
Other	$ 0.00
TOTAL	**$ 1,298,817.00**

LINE	**INDEX/OBJECT CODE**	**AMOUNT**
1	PWCSWCSW/3511 4/006/00003	$ 1,298,817.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 1,298,817.00

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND LIRO PROGRAM AND CONSTRUCTION MANAGEMENT, PE P.C.

WHEREAS, the County has negotiated a personal services agreement with LiRo Program and Construction Management, PE P.C. to provide comprehensive construction phase services and to coordinate these services with the County's third party program manager for the S35114-06M Glen Cove Wastewater Treatment Plant Sludge Dewatering Facility Improvements, 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 LiRo Program and Construction Management, PE P.C.

NIFA Nassau County Interim Finance Authority

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

1. Vendor: LiRo Program & Construction Management, PE P.C.

2. Dollar amount requiring NIFA approval: $1298817

Amount to be encumbered: $1298817

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: Contract Term is for Twenty-six (26) months from date of execution
Has work or services on this contract commenced? N

If yes, please explain:

4. Funding Source:

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

Is the cash available for the full amount of the contract?	N
If not, will it require a future borrowing?	Y
Has the County Legislature approved the borrowing?	Y
Has NIFA approved the borrowing for this contract?	N

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

GCWWTP Sludge Dewatering Imp-CM Svces are required for the mentioned project S35114-06M Glen Cove Wastewater Treatment Plant Sludge Dewatering Facility Improvements. The CM is required to provide administration of the project and shall administer all of the construction contracts on the County's behalf. The term of services shall commence upon the date that is outlined in a written notice from the Department to the Contractor authorizing the Contractor to commence with the performance of the Services and shall terminate Twenty Six (26) months from the Commencement Date.

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 Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberation s.

CNOLAN 18-DEC-19

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 Cou nty Multi-Year Financial Plan.

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

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

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND LIRO PROGRAM AND CONSTRUCTION MANAGEMENT, PE P.C.

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RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with LiRo Program and Construction Management, PE P.C.

Jack Schnirman
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: LiRo Program and Construction Management, PE P.C.

CONTRACTOR ADDRESS: 3 Aerial Way,Syosset NY 11791

FEDERAL TAX ID #: 113205660

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 07/28/2017 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday,eProcure,NYS Contracts [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on 08/21/2017 [date]. 6 [state #] proposals were received and evaluated. The evaluation committee consisted of: KEN ARNOLD, JOE DAVENPORT, TOM IMMERSO, ED VISONE

_____ (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

6/8/17
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.*

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Luis M. Tormenta, PE state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: LiRo Program and Construction Management, PE P.C.

Vendor's Address: 3 Aerial Way Syosset NY US 11791

Vendor's EIN or TIN: 113205660

Forms Submitted:

Political Campaign Contribution Disclosure Form:
01/07/2020 04:48:11 PM

Lobbyist Registration and Disclosure Form:
02/18/2020 04:55:44 PM

Business History Form certified:
02/18/2020 04:49:45 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:
02/18/2020 05:00:04 PM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Michael Bailey, PE [BAILEYM@LIRO.COM]	02/12/2020 03:55:32 PM
Luis M. Tormenta, PE [TORMENTAL@LIRO.COM]	02/11/2020 05:57:32 PM
Lawrence H. Blond, PE [BLONDL@LIRO.COM]	02/11/2020 06:12:03 PM
Michael Burton, PE [BURTONM@LIRO.COM]	02/11/2020 06:22:00 PM
Rocco L. Trotta, PE [TROTTAR@LIRO.COM]	02/12/2020 04:14:31 PM

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

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

CERTIFICATION

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

Luis M. Tormenta, PE
Name

CEO/President
Title

LiRo Program and Construcion Management, PE P.C.
Name of Submitting Entity

02/18/2020 05:02:36 PM
Date

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES [X] NO [ ] If yes, to what campaign committee?

Friends of Edward Mangano
Friends of Norma Gonsolves
Lewis Yevoli
Steven Labriola
Jack Martins
Rose Walker
Richard Nicolello
Laura Curran
Jack Schnirman
Jennifer Garber

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.

Electronically signed and certified at the date and time indicated by:
Luis M. Tormenta, PE [TORMENTAL@LIRO.COM]

Dated: 11/20/2019 11:15:09 AM

Vendor: LiRo Program and Construction Management, PE P.C.

Title: Chief Executive Officer

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.

No/None

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

No/None

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

No/None

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

No/None

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

No/None

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

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

YES [ ] NO [X] If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:
Luis Tormenta, PE [TORMENTAL@LIRO.COM]

Dated: 11/20/2019 11:35:09 AM

Vendor: LiRo Program and Construction Management, PE P.C.

Title: Chief Executive Officer

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Luis M. Tormenta
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State: [redacted] Zip Code: [redacted]
Business Address: 3 Aerial Way
City: Syosset State: NY Zip Code: 11791
Telephone: (516) 938-5476
Other present address(es):
City: State: Zip Code:
Telephone:
List of other addresses and telephone numbers attached

Type	Address	City	State	Zip Code	Country	Phone #
Business	141-07 20th Avenue, Suite 403	Whitestone	NY	11357	US	(718) 445-5295
Business	703 Lorimer Street	Brooklyn	NY	11211	US	(718) 782-0267
Business	101 Hudson Street, 21st Floor	Jersey City	NJ	07302	US	(732) 406-6953
Business	1 State Street Plaza, 28th Floor	New York	NY	10004	US	(212) 563-0280
Business	1380 Rockaway Parkway	Brooklyn	NY	11236	US	(646) 685-8600
Business	690 Delaware Avenue	Buffalo	NY	14209	US	(716) 882-5476
Business	235 East Jericho Turnpike	Mineola	NY	11501	US	(516) 746-2350
Business	100 Duffy Avenue, Suite 402	Hicksville	NY	11801	US	(516) 595-2900
Business	1266 E. Main Street, Soundview Plaza, Suite 700R	Stamford	CT	06902	US	(203) 992-4560
Business	3435 Wilshire Blvd, Suite 2050	Los Angeles	CA	90010	US	(323) 422-1638
Business	529 Main Street, Suite 3303	Boston	MA	02129	US	(617) 723-7100
Business	500 Washington Avenue	Portland	ME	04103	US	(207) 582-2400
Business	85 Allen Street, Suite 300	Rochester	NY	14608	US	(585) 287-8833
Business	538 Spruce Street, Suite 506	Scranton	PA	18503	US	(570) 963-7713

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

President _____ Treasurer _____

Chairman of Board		Shareholder	
Chief Exec. Officer	09/26/2006	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type	Description	Start Date
Other	Chief Operating Officer	05/15/2000

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 notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Mr. Tormenta is an officer of the following affiliated companies:

LiRo Engineers, Inc.
LiRo Architects + Planners, P.C.
LiRo Architects & Planners West, P.C.
LiRo Architects & Engineers, P.C. (CT)
LiRo Architects & Engineers, P.C. (PA)
LiRo Program and Construction Management, Inc.
LiRo Constructors, Inc.
LiRo GIS, Inc.
RLT Engineering, Geology, and Land Surveying, P.C.
Monitor Builders, Inc.
DAI, Inc.
DiGiorgio Associates, 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 [X] NO [ ] If Yes, provide details.

Affiliated companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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 an explanation of the circumstances and corrective action taken.

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

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related

to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

See attached.

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

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

CERTIFICATION

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

LiRo Program and Construction Management, PE P.C.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Luis M. Tormenta, PE [TORMENTAL@LIRO.COM]

Chief Executive Officer/ President
Title

09/09/2019 12:23:04 PM
Date

Question 11

NYCHA Roofing

NYCHA Roofing: In December, 2013, LiRo Program and Construction Management, PE P.C. (LiRo) received a Civil Investigation Demand ("CID") pursuant to the False Claims Act from the United States Attorney's Office seeking information regarding a NYCHA roofing project. LiRo served as the construction manager for this project, which was completed in 2011. In April, 2014, LiRo was informed that the US Attorney closed its investigation and did not find any improper conduct on the part of LiRo. This matter is now closed.

Sukhmany Construction

On or about March 29, 2016 LiRo Program and Construction Management, PE P.C. ("LiRo") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve a prevailing wage violations against Sukhmany Construction, Inc., in connection with work performed by Sukhmany Construction, Inc., on a NYCSCA project from the period of December 2012 to December 2013. LiRo provided Construction Management Services in connection with the emergency response program at various public schools in all five boroughs. LiRo awarded subcontracts to Sukhmany Construction, Inc. Sukhmany Construction, Inc., misclassified its' employees and as a result failed to pay the prevailing rate of wages and benefits to several workers. Accordingly, LiRo agreed to pay $8,846.50 to satisfy Sukhmany Construction, Inc., underpayment obligation. LiRo acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LiRo's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b) and LiRo was not responsible for the payment of any penalty. This matter is closed.

PRINCIPAL QUESTIONNAIRE FORM

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

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Michael Bailey
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State: [redacted] Zip Code: [redacted]
Business Address: 3 Aerial Way
City: Syosset State: NY Zip Code: 11791
Telephone: (516) 938-5476
Other present address(es):
City: State: Zip Code:
Telephone:
List of other addresses and telephone numbers attached

Type	Address	City	State	Zip Code	Country	Phone #
Business	141-07 20th Avenue, Suite 403	Whitestone	NY	11357	US	(718) 445-5295
Business	538 Spruce Street, Suite 506	Scranton	PA	18503	US	(570) 963-7713
Business	1266 E. Main Street, Soundview Plaza, Suite 700R	Stamford	CT	06902	US	(203) 992-4560
Business	1 State Street, 28th Floor	New York	NY	10004	US	(212) 563-0280
Business	1380 Rockaway Parkway	Brooklyn	NY	11236	US	(646) 685-8600
Business	690 Delaware Avenue	Buffalo	NY	14209	US	(716) 882-5476
Business	235 East Jericho Turnpike	Mineola	NY	11501	US	(516) 746-2350
Business	703 Lorimer Street	Brooklyn	NY	11211	US	(718) 782-0267
Business	100 Duffy Avenue, Suite 402	Hicksville	NY	11801	US	(516) 595-2900
Business	85 Allen Street, Suite 300	Rochester	NY	14608	US	(585) 287-8833
Business	101 Hudson Street, 21st Floor	Jersey City	NJ	07302	US	(732) 406-6953
Business	3435 Wilshire Blvd, Suite 2050	Los Angeles	CA	90010	US	(323) 422-1638
Business	529 Main Street, Suite 3303	Boston	MA	02129	US	(617) 723-7100
Business	500 Washington Avenue	Portland	ME	04103	US	(207) 582-2400

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)			

Type	Description	Start Date
Other	Senior Vice President	05/23/2014

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 notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Officer of:
LiRo Engineers, Inc.
RLT Engineering, Geology and Land Surveying, P.C.
LiRo GIS, 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 [X] NO [ ] If Yes, provide details.

The Affiliated companies have had numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

contract?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

See attached.

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

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

CERTIFICATION
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LiRo Program and Construction Management, PE P.C.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Michael Bailey, PE [BAILEYM@LIRO.COM]

Senior Vice President
Title

09/09/2019 12:19:59 PM
Date

Question 11

NYCHA Roofing

NYCHA Roofing: In December, 2013, LiRo Program and Construction Management, PE P.C. (LiRo) received a Civil Investigation Demand ("CID") pursuant to the False Claims Act from the United States Attorney's Office seeking information regarding a NYCHA roofing project. LiRo served as the construction manager for this project, which was completed in 2011. In April, 2014, LiRo was informed that the US Attorney closed its investigation and did not find any improper conduct on the part of LiRo. This matter is now closed.

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PRINCIPAL QUESTIONNAIRE FORM

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

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Rocco L. Trotta
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State: [redacted] Zip Code: [redacted]
Business Address: 3 Aerial Way
City: Syosset State: NY Zip Code: 11791
Telephone: (516) 938-5476
Other present address(es):
City: State: Zip Code:
Telephone:
List of other addresses and telephone numbers attached

Type	Address	City	State	Zip Code	Country	Phone #
Business	1 State Street Plaza, 28th Floor	New York	NY	10004	US	(212) 563-0280
Business	101 Hudson Street, 21st Floor	Jersey City	NJ	07302	US	(732) 406-6953
Business	1380 Rockaway Parkway	Brooklyn	NY	11236	US	(646) 685-8600
Business	690 Delaware Ave	Buffalo	NY	14209	US	(716) 882-5476
Business	235 East Jericho Turnpike	Mineola	NY	11501	US	(516) 746-2350
Business	141-07 20th Avenue, Suite 403	Whitestone	NY	11357	US	(718) 445-5295
Business	703 Lorimer Street	Brooklyn	NY	11211	US	(718) 782-0267
Business	100 Duffy Avenue, Suite 402	Hicksville	NY	11801	US	(516) 595-2900
Business	85 Allen Street, Suite 300	Rochester	NY	14608	US	(585) 287-8833
Business	538 Spruce Street, Suite 506	Scranton	PA	18503	US	(570) 963-7713
Business	1266 E. Main Street, Soundview Plaza, Suite 700R	Stamford	CT	06902	US	(203) 992-4560
Business	3435 Wilshire Blvd, Suite 2050	Los Angeles	CA	90010	US	(323) 422-1638
Business	529 Main Street, Suite 3303	Boston	MA	02129	US	(617) 723-7100
Business	500 Washington Avenue	Portland	ME	04103	US	(207) 582-2400

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

President _____ Treasurer _____

Chairman of Board	03/03/1994	Shareholder	03/03/1994
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

100% Sole Ownership

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

Rocco L. Trotta, PE in his capacity as Owner of the Submitting Vendor has issued a personal guarantee on the Submitting Vendor's working capital line of credit with Capital One, N.A. The maximum amount of the line of credit is $15M and guaranteed personally by Mr. Trotta.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Mr. Trotta has Direct or Indirect Common Ownership and Control fo the following LiRo affiliated companies:

LiRo GIS, Inc.
LiRo Architects + Planners, P.C.
LiRo Architects & Engineers West, P.C.
LiRo Architects & Engineers, P.C. (CT)
LiRo Architects & Engineers, P.C. (PA)
LiRo Program and Construction Management, Inc.
LiRo Constructors, Inc.
LiRo Engineers, Inc.
RLT Engineering, Geology, and Land Surveying, P.C.
James LaSala & Associates
Monitor Builders, Inc.
DAI, Inc.
DiGiorgio Associates, 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 [X] NO [ ] If Yes, provide details.

Affiliated companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action

taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

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a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.
See Attached

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

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

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

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

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LiRo Program and Construction Management, PE P.C.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Rocco L. Trotta [TROTTAR@LIRO.COM]

Chariman of the Board
Title

09/09/2019 12:16:11 PM
Date

Question 11

NYCHA Roofing

NYCHA Roofing: In December, 2013, LiRo Program and Construction Management, PE P.C. (LiRo) received a Civil Investigation Demand ("CID") pursuant to the False Claims Act from the United States Attorney's Office seeking information regarding a NYCHA roofing project. LiRo served as the construction manager for this project, which was completed in 2011. In April, 2014, LiRo was informed that the US Attorney closed its investigation and did not find any improper conduct on the part of LiRo. This matter is now closed.

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PRINCIPAL QUESTIONNAIRE FORM

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COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Michael Burton
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State: [redacted] Zip Code: [redacted]
Business Address: 3 Aerial Way
City: Syosset State: NY Zip Code: 11791
Telephone: (516) 938-5476
Other present address(es):
City: State: Zip Code:
Telephone:
List of other addresses and telephone numbers attached

Type	Address	City	State	Zip Code	Country	Phone #
Business	85 Allen Street, Suite 300	Rochester	NY	14608	US	(585) 287-8833
Business	1 State Street Plaza, 28th Floor	New York	NY	10004	US	(212) 563-0280
Business	1380 Rockaway Parkway	Brooklyn	NY	11236	US	(646) 685-8600
Business	690 Delaware Avenue	Buffalo	NY	14209	US	(716) 882-5476
Business	235 East Jericho Turnpike	Mineola	NY	11501	US	(516) 746-2350
Business	141-07 20th Avenue, Suite 403	Whitestone	NY	11357	US	(718) 445-5295
Business	703 Lorimer Street	Brooklyn	NY	11211	US	(718) 782-0267
Business	100 Duffy Avenue, Suite 402	Hicksville	NY	11801	US	(516) 595-2900
Business	101 Hudson Street, 21st Floor	Jersey City	NJ	07302	US	(732) 406-6953
Business	538 Spruce Street, Suite 506	Scranton	PA	18503	US	(570) 963-7713
Business	1266 E. Main Street, Soundview Plaza, Suite 700R	Stamford	CT	06902	US	(203) 992-4560
Business	3435 Wilshire Blvd, Suite 2050	Los Angeles	CA	90010	US	(323) 422-1638
Business	529 Main Street, Suite 3303	Boston	MA	02129	US	(617) 723-7100
Business	500 Washington Avenue	Portland	ME	04103	US	(207) 582-2400

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)			

Type	Description	Start Date
Other	Senior Vice President	03/16/2019

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 notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Mr. Burton is an officer of the following affiliated companies:

LiRo GIS, Inc.
LiRo Architects + Planners, P.C.
LiRo Architects & Engineers West, P.C.
LiRo Architects & Engineers, P.C. (CT)
LiRo Architects & Engineers, P.C. (PA)
LiRo Program and Construction Management, Inc.
LiRo Constructors, Inc.
LiRo Engineers, Inc.
RLT Engineering, Geology, and Land Surveying, P.C.
Monitor Builders, 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 [X] NO [ ] If Yes, provide details.

Affiliated companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.
See attached.

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

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

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

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

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

LiRo Program and Construction Management, PE P.C.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Michael Burton, PE [BURTONM@LIRO.COM]

Senior Vice President/ National Operations Manager
Title

09/09/2019 12:10:18 PM
Date

Question 11

NYCHA Roofing

NYCHA Roofing: In December, 2013, LiRo Program and Construction Management, PE P.C. (LiRo) received a Civil Investigation Demand ("CID") pursuant to the False Claims Act from the United States Attorney's Office seeking information regarding a NYCHA roofing project. LiRo served as the construction manager for this project, which was completed in 2011. In April, 2014, LiRo was informed that the US Attorney closed its investigation and did not find any improper conduct on the part of LiRo. This matter is now closed.

Sukhmany Construction

On or about March 29, 2016 LiRo Program and Construction Management, PE P.C. ("LiRo") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve a prevailing wage violations against Sukhmany Construction, Inc., in connection with work performed by Sukhmany Construction, Inc., on a NYCSCA project from the period of December 2012 to December 2013. LiRo provided Construction Management Services in connection with the emergency response program at various public schools in all five boroughs. LiRo awarded subcontracts to Sukhmany Construction, Inc. Sukhmany Construction, Inc., misclassified its' employees and as a result failed to pay the prevailing rate of wages and benefits to several workers. Accordingly, LiRo agreed to pay $8,846.50 to satisfy Sukhmany Construction, Inc., underpayment obligation. LiRo acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LiRo's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b) and LiRo was not responsible for the payment of any penalty. This matter is closed.

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: Lawrence H. Blond
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State: [redacted] Zip Code: [redacted]
Business Address: 3 Aerial Way
City: Syosset State: NY Zip Code: 11791
Telephone: (516) 938-5476
Other present address(es):
City: State: Zip Code:
Telephone:
List of other addresses and telephone numbers attached

Type	Address	City	State	Zip Code	Country	Phone #
Business	1 State Street Plaza, 28th Floor	New York	NY	10004	US	(212) 563-0280
Business	1380 Rockaway Parkway	Brooklyn	NY	11236	US	(646) 685-8600
Business	690 Delaware Avenue	Buffalo	NY	14209	US	(716) 882-5476
Business	141-07 20th Avenue, Suite 403	Whitestone	NY	11357	US	(718) 445-5295
Business	703 Lorimer Street	Brooklyn	NY	11211	US	(718) 782-0267
Business	100 Duffy Avenue, Suite 402	Hicksville	NY	11801	US	(516) 595-2900
Business	101 Hudson Street, 21st Floor	Jersey City	NJ	07302	US	(732) 406-6953
Business	538 Spruce Street, Suite 506	Scranton	PA	18503	US	(570) 963-7713
Business	1266 E. Main Street, Soundview Plaza, Suite 700R	Stamford	CT	06902	US	(203) 992-4560
Business	3435 Wilshire Blvd., Suite 2050	Los Angeles	CA	90010	US	(323) 422-1638
Business	529 Main Street, Suite 3303	Boston	MA	02129	US	(617) 723-7100
Business	500 Washington Avenue	Portland	ME	04103	US	(207) 582-2400
Business	235 East Jericho Turnpike	Mineola	NY	11501	US	(516) 746-2350
Business	85 Allen Street, Suite 300	Rochester	NY	14608	US	(585) 287-8833

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)			

Type	Description	Start Date
Other	Senior Vice President and General Manager	09/01/2006

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 notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Officer of LiRo Engineers, Inc.; LiRo GIS, Inc.; Monitor Builders, Inc.; RLT Engineering, Geology and Land Surveying, P.C.; LiRo Program and Construction Management, Inc.; and LiRo Constructors, 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 [X] NO [ ] If Yes, provide details.

Affiliated companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State Agencies

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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action

taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.
See attached.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5

had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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LiRo Program and Construction Management, PE P.C.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Lawrence H. Blond, PE [BLONDL@LIRO.COM]

Senior Vice President and General Manager
Title

09/09/2019 12:04:06 PM
Date

Question 11

NYCHA Roofing

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Business History Form

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

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

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

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

Date: 11/20/2019

1) Proposer's Legal Name: LiRo Program and Construction Management, PE P.C.

2) Address of Place of Business: 3 Aerial Way

City: Syosset State: NY Zip Code: 11791

Address	City	State	Zip Code	Country	Start Date	End Date

3) Mailing Address (if different): _____

City: _____ State: _____ Zip Code: _____

Phone: _____

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

4) Dun and Bradstreet number: 118228840

5) Federal I.D. Number: 113205660

6) The proposer is a: Other (Describe) Professional Corporation

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

YES [X] NO [ ] If yes, please provide details:

LiRo Program and Construction Management, PE P.C. shares office space, staff, and equipment expenses with its affiliates: LiRo Architects + Planners, PC and LiRo Engineers, Inc., and LiRo GIS, Inc.

8) Does this business control one or more other businesses?

YES [X] NO [ ] If yes, please provide details:

Monitor Builders is a subsidiary.

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, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [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, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
See attached

1 File(s) Uploaded

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 investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [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.

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 to the best of our knowledge

(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 to the best of our knowledge

(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 to the best of our knowledge

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

We are not aware of any matter that is or may become a conflict of interest preventing LiRo from performing its services on behalf of the County. Should a perceived or actual conflict arise at a later date that may impact LiRo's ability to perform its services on this project, LiRo will fully disclose the nature of such conflict immediately to the County upon learning of it. Further, LiRo will establish a firewall, as necessary, to ensure that any such conflict of interest will not impact LiRo's ability to perform its services 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.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

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

i) Date of formation;
03/03/1994

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.
Rocco L. Trotta, PE, [redacted], Chairman and Sole Owner

No individuals with a financial interest in the company have been attached..

iii) Name, address and position of all officers and directors of the company. If none, explain.
Rocco L. Trotta, PE, [redacted], Chairman
Luis M. Tormenta, PE, [redacted] CEO and President
Lawrence H. Blond, PE, [redacted] Senior Vice President and General Manager
Michael Burton, PE [redacted], Senior Vice President and National Operations Manager
Michael Bailey, PE, [redacted], Senior Vice President

No officers and directors from this company have been attached.

iv) State of incorporation (if applicable);
NY

v) The number of employees in the firm;
271

vi) Annual revenue of firm;
286350000

vii) Summary of relevant accomplishments

See attached

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

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B. Indicate number of years in business.

25

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

The LiRo Group's staff of 900 professionals includes 128 licensed Professional Engineers and 26 Registered Architects. The majority of LiRo's resources are based in New York State, making it one of the largest full service consulting firms in the metropolitan area with over 95 percent of its clientele as public agencies.

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 Department of Parks, Recreation and Historic Preservation		
Contact Person	Stephen McCorkell, RLA		
Address	625 Broadway		
City	Albany	State	NY
Telephone	(518) 474-1352		
Fax #			
E-Mail Address	stephen.mccorkell@parks.ny.gov		

Company	Dormitory Authority, State of New York		
Contact Person	Stephen Curro, PE/Manageing Director of Construction		
Address	One Penn Plaza, 52nd floor		
City	New York	State	NY
Telephone	(518) 257-3271		
Fax #			
E-Mail Address	scurro@dasny.org		

Company	Town of Oyster Bay DPW		
Contact Person	Richard Lenz, Commissioner		
Address	150 Miller Place		
City	Syosset	State	NY
Telephone	(516) 677-5935		
Fax #	(516) 677-5878		
E-Mail Address	rlenz@oysterbay-ny.gov		

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

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

CERTIFICATION

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

Name of submitting business: LiRo Program and Construction Management, PE P.C.

Electronically signed and certified at the date and time indicated by:
Luis M. Tormenta, PE [TORMENTAL@LIRO.COM]

Chief Executive Officer
Title

11/20/2019 11:29:02 AM
Date

Question A vii

LiRo is headquartered in Syosset, NY, and continues to serve public and private sector clients ranging from villages and small companies to large state agencies. LiRo has the in-depth experience required to effectively address the requirements and concerns of this project, and is uniquely qualified to provide the expertise necessary to address the goals of this project.

LiRo has completed multiple projects that are the same or very similar to the proposed project. Below is a list of public sector clients for whom LiRo has provided similar work in the past five years.

- Nassau County Department of Public Works
- Town of Hempstead
- Town of Hempstead Department of Sanitation
- Town of Hempstead Department of Parks and Recreation
- Town of North Hempstead Department of Public Works
- Town of Oyster Bay Housing Authority
- Town of Oyster Bay Department of Public Works
- City of Long Beach Department of Public Works
- New York City Department of Transportation
- Suffolk County Department of Public Works
- New York City Police Department
- MTA – Bridges and Tunnels
- New York City Economic Development Corporation
- Westchester County Department of Public Works
- Port Authority of New York and New Jersey
- MTA – Long Island Rail Road
- New York City School Construction authority
- Dormitory Authority of the State of New York
- New York City Health & Hospitals Corporation
- New York City Housing Preservation and Development
- New York City Department of Design & Construction
- New York City Mayor's Office of Environmental Remediation
- New York State Department of Transportation
- New Jersey Turnpike Authority
- New York Public Library
- Empire State Development Corporation
- New York State Homes and Community Renewal
- New York State Thruway Authority
- MTA – New York City Transit
- New York City Housing Authority
- Rochester Housing Authority

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

LIRO PROGRAM & CONSTRUCTION MANAGEMENT PE PC
ALFRED C BERECHE
3 AERIAL WAY
SYOSSET, NY 11791-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2018 TO 12/31/2020.

CERTIFICATE NUMBER
0014580

MARYELLEN ELIA
COMMISSIONER OF EDUCATION

COUNTY OF NASSAU

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

1. Name of the Entity: LiRo Program and Construction Management, PE P.C.

Address: 3 Aerial Way

City: Syosset State: NY Zip Code: 11791

2. Entity's Vendor Identification Number: 113205660

3. Type of Business: Other (specify) Professional Corporation

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

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No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Rocco L. Trotta, PE, [redacted]

No shareholders, members, or partners have been attached to this form.

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.

See attached

1 File(s) uploaded

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

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Luis M. Tormenta, PE [TORMENTAL@LIRO.COM]

Dated: 11/20/2019 11:17:00 AM

Title: Chief Executive Officer

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.

Question 4

Rocco L. Trotta, PE, [redacted]
Luis M. Tormenta, PE, [redacted]
Lawrence H. Blond, PE, [redacted]
Michael Burton, PE, [redacted]
Michael Bailey, PE, [redacted]

Question 6

LiRo Engineers, Inc. - Common Ownership and Control

LiRo Architects + Planners, P.C. - Common Ownership and Control

LiRo Architects & Engineers West, P.C. – Common Ownership and Control

LiRo Architects & Engineers, P.C. (CT) – Common Ownership and Control

LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control

LiRo Program and Construction Management, Inc. - Common Ownership and Control

LiRo Constructors, Inc. – Common Ownership and Control

LiRo GIS, Inc. - Common Ownership and Control

RLT Engineering, Geology and Land Surveying, P.C. – Common Ownership and Control

DAI, Inc. – Common Ownership and Control

DiGiorgio Associates, Inc. – Common Ownership and Control

James LaSala & Associates– Common Ownership and Control

Monitor Builders, Inc. – Subsidiary

None of the Affiliated Companies will be participating in the performance of the contract.

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) LiRo Program and Construction Management, PE P.C., having its principal office at Three Aerial Way, Syosset, NY 11791 (the "Firm" or the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Firm 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; and

WHEREAS, the Firm 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.

The term of this Agreement shall commence upon the date (the "Commencement Date") that is set forth in a written notice from the Department to the Contractor authorizing the Contractor to commence with the performance of the Services (as defined below) and shall terminate Twenty-Six (26) months from the Commencement Date ("Expiration Date") unless sooner terminated or extended in accordance with its terms. The Commencement Date shall be on or after the Effective Date. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services.

(a) The services to be provided by the Firm under this Agreement for the S35114-06M Glen Cove Wastewater Treatment Plant Sludge Dewatering Facility Improvements, shall consist of those specific work divisions and deliverables as enumerated in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

(2) Testing Laboratory Services.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs and renderings as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.

(6) Other comparable expenses as approved by the County.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid the Firm's services under this Agreement, including any Extra Services that may so be authorized, shall not exceed One Million, Two Hundred Ninety-Eight Thousand, Eight Hundred Seventeen Dollars and Zero Cents ($1,298,817.00) (the "Maximum Amount").

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm 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 Claims for Payment. The Firm 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 Firm 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 Firm 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 Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Firm hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no

copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the County.

(iii) The Firm acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Firm shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Firm represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Firm has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Firm from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Firm hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Firm (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 Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, Firm, 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) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

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

(c) 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 Firm agrees as follows:

(i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;

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

(iii) On a yearly basis, Firm shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(d) 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 Firm acknowledges that Firm 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 Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

(e) Protection of Client Information. The firm acknowledges and agrees that all information that the Firm acquires in connection with the performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm 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 Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Firm 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 Firm 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 Firm or a Firm 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 Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm'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 Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm 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 Firm and/or a Firm 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 Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm'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 Firm 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 Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm 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 Firm 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 Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm 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 Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm 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 Firm, (ii) for "Cause" by the County immediately upon the receipt by the Firm of written notice of termination, (iii) upon mutual written Agreement of the County and the Firm, 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 Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm'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 Firm 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 Firm 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 Firm'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) Firm's Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm 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 Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm 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 Firm 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 Firm 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 Firm 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 Firm shall allege that the above-described actions and inactions preceded the Firm'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 Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm Agent to perform some, or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm 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 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 Firm 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 Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

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

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

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

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

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

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

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred Thirty Three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally left blank}

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

LiRo Program and Construction Management, PE P.C.

By: _____

Name: Lawrence H. Blond, P.E.

Title: Senior Vice President/General Manager

Date: November 1, 2019

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 1st day of November in the year 20 19 before me personally came Lawrence H. Blond 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 Sr. Vice President/General Manager of LiRo Program and Construction Management, PE P.C., 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 Joann Henzey

JOANN HENZEY
Notary Public, State of New York
No. 01HE5057913
Qualified in Suffolk County
Commission Expires May 6, 20 22

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 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

7. Compliance with Law.

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

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

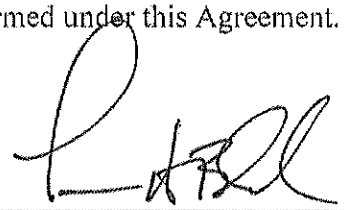
(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.



Signature

Lawrence H. Blond, PE/ Senior VP and General Manager

Printed Name and Title

12/2/19

Date

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

The County requires the Construction Manager (CM) to provide comprehensive construction phase services and to coordinate these services with the County's third party Program Manager, (PM). The scope of services to be performed in the respective phases (which will overlap) is summarized below:

2.1 Construction Phase Services

2.1.1 Commencement and Duration - The Construction Phase will commence with the award of a construction contract for the project and will terminate upon final acceptance of the Project in its entirety by the County. The construction phase is scheduled for 24 months. The CM should include one (1) month of pre-construction duties and one (1) month of post-construction duties as noted in Section 1 in their proposal.

2.1.2 General Construction Administration - The CM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. This project is being built under a Project Labor Agreement (PLA) using a single prime Construction Contractor ("CC") . The CM will perform as the PLA administrator of Nassau County's Master Project Labor Agreement as amended for this project and will advise the CC of the PLA requirements for this particular project. The CM will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures, as well as a copy of the Program Construction Management Manual, prepared on behalf of the County by the PM. Administer the construction of the Project, including scheduling of the Work and coordination of the CC. The CM shall maintain competent full-time staff at the project site to administer the project, at all times Work is being performed by CC. The FIRM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras, cellular telephones, etc.

2.1.3 Site Conditions - As portions of the Work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County, the Program Manager and the Design Engineer, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County, the Program Manager and the Design Engineer to devise appropriate modifications to the Contract Documents.

2.1.4 Quality Assurance - The FIRM shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the CM's routine observation of the Work of the CC with respect to conformance to the Construction Documents, based upon the guidelines presented in the Cedar Creek Program Construction Management Manual. The CM shall endeavor to guard the Owner against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by third parties with the Work of the CC. The CM shall promptly notify the County, Program Manager, Design Engineer, and CC, as applicable, of defective, deficient, and/or non-conforming Work, and shall make recommendations for correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.

2.1.5 Scheduling - The CC shall prepare the Master Construction Schedule (baseline) and monthly updates. This Schedule shall be prepared using the critical path method and Primavera P6 (or later version) software as approved, and shall be broken down in sufficient detail to be useful for monitoring progress, delay analysis, and administering the CC's contract provisions. The schedule shall be cost and resource loaded by the CC. The CM is responsible for monitoring the accuracy and completeness of the CPM Schedule, to review the Baseline and updates, provide analysis of delay, preparation of reports as required by the County, negotiation of delay claims and recommendation for recovery or necessary changes to complete the project within budget and schedule. The CM is responsible for the detailed review of all logic, logic changes, durations, Work Breakdown Structure (WBS), resource and cost loading and acceptance. The CM shall evaluate CC's requests for extension of the Contract time, and advise the County confidentially on the quantum and merits of such requests. The CC shall update the Master Schedule monthly to show progress, compile 2-week look-ahead schedules from the Master Schedule and augment same. The CM shall follow up with the CC who will prepare Schedule updates as necessary to reflect changes and show the impact of changes to the critical path and completion milestones. The CM shall review in a timely manner as per contract specifications. Upon approval of the baseline and subsequent to each monthly update, the CM shall prepare/distribute the schedule report consisting of project status, current critical issues, upcoming concerns, analysis of attribution of delays and suggested recovery by CC, and shall provide information to the PM for integration to and updating of the Program Master Schedule and shall discuss and agree upon recovery steps with the Program Manager.

2.1.6 Cash Flow Forecast - With the cooperation of the CC, CM shall prepare a cash flow forecast for the entire project, based on the project schedule, and shall revise same, whenever there is a significant change in the schedule that would warrant a revision to the cash flow forecast. The baseline cash flow forecast and all revisions shall also be forwarded to the PM for integration into the Master Program Budget and Cost Forecasting Tool.

2.1.7 Monitor Progress - Monitor the progress of the CC's work and prepare written daily reports documenting the type and location of work performed, the CC's trade labor and equipment, and all pertinent details relative to the progress of the Work. Augment the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the Work are encountered. Pro-actively monitor the progress of the Work, taking such steps (on behalf of the County) as are authorized under the CC's contract, to ensure that the CC's workforce is sufficient and the work is being diligently prosecuted. Where progress is impeded by actions/inactions of the Design Engineer, or others, bring such matters promptly to the attention of the County for resolution. The CM shall monitor the progress in such a manner as to complete the project within the schedule and budget, on behalf of Nassau County.

2.1.8 Information Management System – The CM shall develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.) and reports. Documents and records will be maintained by the CM for a period of six (6) years after completion of services. The CM shall implement, and maintain on a current (daily) basis, a web-based information management system to track all drawings, CC submittals, meeting minutes, requests for information, bulletins, changes orders, CC requisitions/payments, correspondence, reports, and all documents which should be part of the project record. The web-based information management system (such as Submittal Exchange, or similar) shall be authorized as a reimbursable expense from an allowance which will be added to the CM's Base Fee. Project records, including the project directory and emergency contact information, will be kept well organized and the information maintained current at all

times. At the minimum, the CM shall implement a web-based information management system for the exchange of submittals and provide and maintain access to all project participants. The CC's submittals such as shop drawings, product data, and samples, shall be routed directly and concurrently to the CM and Design Engineer. The CM shall promptly review them for completeness and responsiveness, log and confirm the submittal is fit for review by the Design Engineer. All distribution shall be electronic, for review and approval; within 48 hours of receipt by CM of CC's submittals. The CM shall return submittals to the CC within 24 hours of receipt from the Design Engineer, and shall update the submittal log accordingly. CM shall collect and compile as-built drawings, operations and maintenance manuals, spare parts and attic stock provided by the CC and is responsible for documenting acceptability and the transfer of these items to Plant Operations, in both paper and electronic formats.

2.1.9 CC Payments: - Receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CC. CM shall correlate CC's payment requests with the progress of the work and take into account any deficiencies in the work for which payment is being requested, in making his recommendation. The CM's recommendation for payment shall constitute a representation to the County, that, to the best of the CM's knowledge, information and belief; the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. All payments shall be based on the cost loaded CPM schedule and CM shall be responsible for certifying such payments. The CM shall provide copies of their recommendations for payment to the PM.

2.1.10 Meetings – Schedule and conduct regular bi-weekly job progress meetings with the CC, the Design Engineer, the County, the Program Manager and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related the Project. The CM shall also attend periodic meetings with the County, the Program Manager and/or the Design Engineer. Prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.

2.1.11 Reporting – The CM shall prepare bi-weekly written progress reports and promptly deliver five (5) copies of same to the County, and one (1) copy to the Program Manager. Such reports shall include the following information at a minimum:

A. Work activities performed during the reporting period and those activities scheduled to be performed in the next 2 weeks.

B. Identification and status of all critical and important issues, which require the attention of the County.

C. Brief construction progress update describing actual progress versus plan, supported by earned value data.

D. Summary of schedule gains and delays and actions taken to mitigate delays.

E. Photographs and other documentation which is germane to the report.

F. On every other bi-weekly report (i.e., every 4 weeks) provide updated Submittal, RFI and Change Order logs as attachments.

2.1.12 Safety - The CM shall require the CC to submit its safety program and shall serve a central role in dissemination of safety-related information between the CC, the Program Manager and the Nassau County Plant and Construction personnel. The CM shall not have control over or charge of the Work and the CM shall not be responsible for CC's means, methods, techniques, sequences or procedures, and/or for safety precautions and programs in connection with the work of the CC, since these are solely the CCs' responsibility. The CM shall not be responsible for the CC's failure to carry out the Work in accordance with the CC's Safety Programs, and/or applicable safety rules and regulations. Nevertheless, the CM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC. The CM must review the CC safety program and inform the Department and the Program Manager of its adequacy.

2.1.13 Changes - The CM shall review all Supplementary Bulletins prepared by the Design Engineer prior to their issuance; prepare cost estimates; review CC's proposals; and submit formal written recommendations, including confidential memoranda to the County and the Program Manager, clearly delineating the scope and reason for the changed work. Evaluate the CC's proposed adjustment to contract price and time; and assist the County in negotiating Change Orders. Where changes are, or may be, the result of the Design Engineer's error or omission, the CM shall confidentially inform the County and the Program Manager of such, and shall track all such changes separately on the County's behalf. Keep a log of all Requests for Information, Bulletins, Proposals and Change Orders, which shall be uploaded regularly into the Contract Management Information System.

2.1.14 Partial Occupancy and Beneficial Use - The CM shall assist the County in determining dates of Partial Occupancy of the Work, or portions thereof, designated by the County; and shall assist in obtaining any necessary temporary occupancy certificates. Review any lists prepared by the Design Engineer of incomplete or unsatisfactory work, prepare schedules for completing and correcting the Work, and monitor the completion/correction. Prior to any declaration of partial occupancy or beneficial use the CM shall coordinate and attend a site review with the Program Manager on behalf of the County.

2.1.15 Field Office - The CM shall be provided office space at the site for use as temporary CM offices during the construction phase. All CM's office equipment and supplies, including but not limited to computers (with software and high speed internet access), printers, copiers, scanners, facsimile machines, etc. shall be provided, maintained, and subsequently removed by the CM, and the cost of same is included in the CM's fee. Additionally, the CM shall lease and maintain the shared Multi-Function Printer (MFP) in the reception area. Maintenance and lease of the MFP shall be authorized as a reimbursable expense from an allowance which will be added to the CM's Base Fee.

2.2 Construction Services

2.2.1 Contract Closeout - Conduct final inspections with Design Engineer, the Program Manager and the County, at the completion of each phase of the project, and prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. It is understood that the project will be completed in phases and that multiple final inspections are needed. Compile project record documents collected during the construction phase and supplement with any information collected following occupancy. Review the as-built drawings provided by the CC and verify that the as-built drawings, to the best of the CM's knowledge, based upon the CM's observations during the progress of the project, document the actual construction of the project. The CM shall then transmit the verified as-built drawings to the Design Engineer for the preparation of record drawings. THE COUNTY RESERVES THE RIGHT TO REQUIRE THE CM TO DIGITIZE CONTRACT CLOSEOUT DOCUMENTS IN A FORMAT NOT YET CHOSEN. COMPENSATION WILL BE BASED UPON THE EXTRA SERVICES SECTION OF THE AGREEMENT. Schedule and record/document the training of County personnel with respect to the operation and maintenance of components and systems.

2.2.2 CC Claims and Disputed Work - The CM shall promptly review the CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed, promptly refer the matter(s) under dispute to the Design Engineer and the Program Manager for interpretation. Confer with the Design Engineer and the Program Manager, and advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, and at no additional cost to the County, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are held during the construction or post-construction phase. With the County's concurrence, prepare written response to CC's claims, incorporating the Design Engineer's determination, where applicable.

2.2.3 Limitation of Services - Nothing contained in this Agreement shall be deemed to require or authorize the CM to perform any act or render any services other than those of a professional Construction Manager, as defined herein. The services, recommendations, and advice furnished by the CM shall not be deemed to be warranties, or guarantees, or constitute the practice of any profession other than that of a professional Construction Manager. Notwithstanding any language to the contrary, this Agreement shall neither require, nor authorize, the Construction Manager to assume any duty, role, responsibility, or obligation; or perform any task, function, or activity, which is properly that of the Design Engineer.

END OF SECTION

EXHIBIT "B"

PAYMENT SCHEDULE

Payment to the Firm for all services under this Agreement that may be authorized under this Agreement, shall be made as follows:

A. BASIC SERVICES {Not-to-Exceed Fee}

In consideration of all services, exclusive of Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed One Million, Two Hundred Ninety-Eight Thousand, Eight Hundred Seventeen Dollars and Zero Cents ($1,298,817.00). The Firm shall be compensated for such services by an amount equal to two and one tenth (2.1) times the actual salaries or wages paid to the technical personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits.

B. REIMBURSABLE EXPENSES

1. Testing and Controlled Inspection Services – the Firm shall be reimbursed for the actual cost incurred in connection with testing and controlled inspection services. Invoices must be substantiated by reports, bills and payment records.

2. Other Reimbursable Expenses - the Firm shall be reimbursed for authorized reimbursable expenses. These must be approved by the Department, prior to the cost being incurred, in accordance with Section 2 (d) of the Agreement.

   The Firm shall prepare and attach to this Agreement a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and seventy five dollars ($175.00)

END OF SECTION

Appendix "EE"

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may

require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

END OF SECTION

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Luis M. Tormenta, P.E. (Name)

3 Aerial Way, Syosset, NY 11791 (Address)

516-938-5476 (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 _X___ has ____ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

Please see Attached.

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.

11/4/19
Dated

Signature of Chief Executive Officer

Luis M. Tormenta, P.E.
Name of Chief Executive Officer

Sworn to before me this

4th day of November, 2019

Notary Public

DENISE L. MUXO
NOTARY PUBLIC, State of New York
No. 01MU6051939
Qualified in Suffolk County
Commission Expires December 11, 2022

Question 4

Sukmany Construction

On or about March 29, 2016 LiRo Program and Construction Management, PE P.C. ("LiRo") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve a prevailing wage violations against Sukhmany Construction, Inc., in connection with work performed by Sukhmany Construction, Inc., on a NYCSCA project from the period of December 2012 to December 2013. LiRo provided Construction Management Services in connection with the emergency response program at various public schools in all five boroughs. LiRo awarded subcontracts to Sukhmany Construction, Inc. Sukhmany Construction, Inc., misclassified its' employees and as a result failed to pay the prevailing rate of wages and benefits to several workers. Accordingly, LiRo agreed to pay $8,846.50 to satisfy Sukhmany Construction, Inc., underpayment obligation. LiRo acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LiRo's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b) and LiRo was not responsible for the payment of any penalty. This matter is closed.

REQUEST TO INITIATE RTI Number 16-0386A

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ ■ RFP ☐ RFBC ☐ In-House or Requirements Work Order

Project Title: S35114-06M Glen Cove WWTP – Sludge Dewatering Facility Improvements Rev 10/29/18

Department: Public Works Project Manager: Joseph Davenport Date: ~~September 27, 2016~~

Service Requested: Construction Management of the Glen Cove WWTP Sludge Dewatering Facility Improvements Project

Justification: Improvements to the Glen Cove Sludge Dewatering System will result in more efficient and cost effective sludge hauling and disposal process. This project consists of structural and mechanical work for the relocation and installation of two belt filter presses from the Bay Park Sewage Treatment Plant to the Glen Cove Wastewater Treatment Plant. The services of a construction manager are required to administer the construction contract and schedule requirements of the project.

Requested by: Department of Public Works/Water & Wastewater Engineering Unit

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) ~~$745,200~~ $1,298,817
Circle appropriate phase

Total Project Cost: $7,075,000 (Includes, design, construction and CM)

Date Start Work: 3/1/17 (RFP) (Phase being requested)

Duration: 18 months (CM) (Phase being requested)

Capital Funding Approval: YES ☐ NO ☐ SIGNATURE DATE

Funding Allocation (Capital Project): 35114
See Attached Sheet if multiyear ☐

NIFS Entered: SIGNATURE DATE

AIM Entered: SIGNATURE DATE

Funding Code: 35114-006 (use this on all encumbrances)

Timesheet Code: (use this on timesheets)

State Environmental Quality Review Act (SEQRA):
Type II Action ☐ or, Environmental Assessment Form Required ☐
Supplemental Environmental Documentation

Department Head Approval: YES ☑ NO ☐ SIGNATURE

DCE/Ops Approval: YES ☑ NO ☐ SIGNATURE 11/5/18

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

Vendor	Quote	Comment	See Attached Sheet ☐
1.			
2.			
3.			
4.			

DCE/Ops Approval: YES NO Signature

Version January 2014

K:\ADMIN\Letters for Signature\Water Management\Perfetti\S35114-06M_Request_to_Initiate.doc

4/27

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Brian J. Schneider, Deputy County Executive

FROM: Department of Public Works

DATE: August 3, 2018

SUBJECT: Proposed Personal Services Agreement with
LiRo Program & Construction Management, PE P.C.
Recommendation of Firm for Construction Management Services
Glen Cove Wastewater Treatment Plant
Sludge Dewatering Facility Improvements
Proposed Agreement No. S35114-06M

This Department intends to procure construction management services regarding modifications and improvements to the Sludge Dewatering Facility at the Glen Cove Wastewater Treatment Plant. Major components of the project include the provision of two (2) new belt filter presses, three (3) new sludge feed pumps, and modifications to the sludge cake conveyor and truck loading system, along with requisite HVAC, electrical and mechanical improvements.

A "Request for Proposals" was prepared in conformance with the Department's policy for assessing technical understanding, statement of qualification, and a proposed project schedule. The Request for Proposals was posted on the County's website and advertised in *Newsday*.

Technical and Cost Proposals were received from six (6) firms (listed below) on August 21, 2017. The Technical Proposals were evaluated by professionals from within the Department of Public Works. Following the review, the technical rank was established, and the cost proposals were reviewed. The results of the technical evaluation are summarized below, along with each firm's total proposed fee (based upon an estimated construction budget of $6,200,000.00).

Firm Name	Tech Rank	Tech Rating	Base Fee Multiplier	Total Fee (Div. A through E)	Total Fee with 30% Contingency
LiRo Engineering	2	88.25	2.1	$999,090.00	$1,298,817.00
CDM Smith	3	84.75	2.3	$637,562.00	$828,831.00
de Bruin Engineering	4	84.50	2.3	$712,000.00	$925,600.00
LKB	6	81.25	2.3	$1,240,013.00	$1,612,017.00

A proposal from D&B Engineers & Architects, P.C. was received and was subsequently withdrawn by the Firm on May 1, 2018. A proposal was also received from HAKS PC, who is also the subject of an ongoing investigation. The integrity monitor for HAKS PC has not issued findings to date resulting in their bid being determined as non-responsive. A comparison of the proposals from the remaining firms, LiRo, CDM Smith, de Bruin Engineering and LKB, found the LiRo proposal to provide the most value to the County based on several factors:

- Resident Engineering: the deBruin proposal provides a part time Resident Engineer at forty-percent (40%) of the full-time schedule required to staff the project. The CDM proposal provides a Resident Engineer three hundred and seventy-two (372) hour short of the Resident Engineering hours proposed by LiRo (3840 hours) which are seen as adequate to staff a twenty-three (23) month (3986 hours) assignment.

Subject: Proposed Personal Services Agreement with
LiRo Program & Construction Management, PE P.C.
Recommendation of Firm for Construction Management Services
Glen Cove Wastewater Treatment Plant
Sludge Dewatering Facility Improvements
Proposed Agreement No. S35114-06M

- Office Engineering: An office engineer during the Contractor's technical submission phase is proposed by LiRo and is not included in the CDM and de Bruin proposals.
- Estimating: Part time services of an estimator are included in the LiRo proposal and important to comply with the County's policy of providing independent estimates to reconcile Contractor costs for changed conditions & extra work.
- The LiRo base fee multiplier is 0.2 lower than both CDM & de Bruin.
- When normalized for staffing and multiplier discrepancy, the LiRo proposal offers roughly ten-percent (10%) savings over CDM & de Bruin.

Accordingly, in our professional judgment, the proposal submitted by LiRo Program and Construction Management, PE P.C. has the highest responsive technical rating and the lowest base fee multiplier and thus represents the best overall value to the County.

The funding for these professional services is available under Capital Project 35114.

In accordance with the procedural guidelines, CSEA has been notified of this proposed agreement.

If you approve or disapprove of the foregoing, please signify by signing below and returning a copy of this memo.

Kenneth G. Arnold
Commissioner

KGA:VF:rp
c: Vincent Falkowski, Deputy Commissioner
Loretta V. Dionisio, Assistant to Deputy Commissioner
Edward Visone, Assistant Superintendent of Sanitary Construction
Thomas A. Immerso, Sanitary Engineer II
John Domenica, Jacobs

APPROVED:

Brian J. Schneider 8/2/18
Brian J. Schneider Date
Deputy County Executive

DISAPPROVED:

Brian J. Schneider Date
Deputy County Executive

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Thomas A. Immerso, Sanitary Engineer II

FROM: Office of the Commissioner

DATE: May 22, 2017

SUBJECT: CSEA Sub-Contracting Approval
C16-006 – S35114-06M GCWWTP
Sludge Dewatering Facility Improvements
Construction Management Services

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract C16-006. Pursuant to Section 32-3 of the CSEA/County C.B.A. the CSEA has withdrawn the alternate.

Please prepare the necessary contract advisement to encumber funding for this work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

If you have any questions, please speak with Jonathan Lesman.

Kenneth G. Arnold
Assistant to Commissioner

KGA:las
c: Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Loretta Dionisio, Hydrogeologist II
Jonathan Lesman, Management Analyst II

Appendix O

USDOJ CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Lawrence H. Blond, PE
Name and Title of Authorized Representative

m/d/yy

Signature

8/2/19
Date

LiRo Program and Construction Management, PE P.C.
Name of Organization

3 Aerial Way, Syosset, NY 11791
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2019

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

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

PRODUCER	CONTACT NAME: Connor Baker
Alliant Insurance Services, Inc. 333 Earle Ovington Blvd Suite 700 Uniondale NY 11553	PHONE (A/C, No, Ext): (516) 414-8900 FAX (A/C, No): E-MAIL ADDRESS: Connor.Baker@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Crum & Forster Indemnity Company	31348
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
LiRo Program and Construction Management, PE P.C.
3 Aerial Way
Syosset NY 11791

COVERAGES **CERTIFICATE NUMBER:** 1305193968 **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	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GLO 5834596-07	11/1/2019	11/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	1337446459	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	SXS 5835019-07	11/1/2019	11/1/2020	EACH OCCURRENCE AGGREGATE $	$ 11,000,000 $ 11,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 5834597-07	11/1/2019	11/1/2020	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A A	Pollution/Professional Liability Valuable Papers	Y Y	Y Y	EOC 9263127-12 CPP 1074953-02	11/1/2019 11/1/2019	11/1/2020 11/1/2020	Each Occ./ Agg. Limit:	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Contract No. S35114-06M / Glen Cove Wastewater Treatment Plant Sludge Dewatering Facility Improvements
Nassau County is included as Additional Insured as respects Liability arising out of work performed by the Named Insured as required by written contract. 30 days' notice of cancellation or non-renewal will be provided to Certificate Holder, except 10 days' notice for cancellation for non-payment of premium.

CERTIFICATE HOLDER

Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

CANCELLATION 30 Days Notice of Cancellation

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

AUTHORIZED REPRESENTATIVE

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO5834596-07	11/01/2019	11/01/2020	11/01/2019			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: LIRO ENGINEERS, INC.

Address (including ZIP Code):

3 AERIAL WAY

SYOSSET, NY 11791

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION THAT IS INSURED UNDER THIS POLICY AND REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH A NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name: LiRo Program and Construction Management, PE P.C.
Address (street/city/state/zip code): 3 Aerial Way, Syosset, NY 11791
Authorized Representative (name/title): Lawrence H. Blond, PE, Senior Vice President and General Manager
Authorized Signature:
Contract Number: PW-S35114-06M
Contract/Project Name: Glen Cove Wastewater Treatment Plant Sludge Dewatering Facility Improvements
Contract/Project Description: Construction Management Services for Glen Cove Wastewater Treatment Plant Sludge Dewatering Facility Improvements

Part 2- Projected MBE/WBE Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	1,039,374		
Total MBE Dollar Amount	132,272	MBE Contract Percentage	12.7
Total WBE Dollar Amount		WBE Contract Percentage	
Total Combined M/WBE Dollar Amount	132,272	Combined M/WBE Contract Percentage	12.7

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount($) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name: Techno Consult, Inc. Address: 5 Independence Way, Ste 150 City: Princeton State/Zip Code: NJ 08540 Authorized Representative: Khalid Mallick, PE, President & Chairman Telephone No. 609-720-1200	Construction Inspection	Amount ($): 132,272 Award Date: March 2019	Start Date: March 2019 Completion Date: March 2021
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative:		Amount ($): Award Date:	Start Date: Completion Date:

Telephone No.			

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

E-34-20

NIFS ID:CLTV19000027 Department: Traffic & Parking Violations

Capital:

SERVICE: COURT REPORTING SERVICES

Contract ID #:CQTV16000001 NIFS Entry Date: 26-DEC-19 Term: from 01-JAN-20 to 31-DEC-20

Amendment
Time Extension: X
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: **TOP KEY COURT REPORTING, INC.**	Vendor ID#: [redacted]
Address: [redacted]	Contact Person: [redacted]
	Phone: [redacted]

Department:
Contact Name: DAVE RICH
Address: 16 COOPER STREET HEMPSTEAD, NEW YORK 11550
Phone: 516-572-2178

Routing Slip

Department	**NIFS Entry: X**	**16-JAN-20 -- MSUMMERS**
Department	**NIFS Approval: X**	**16-JAN-20 -- MSUMMERS**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**28-JAN-20 -- IQURESHI**
OMB	**NIFS Approval: X**	**16-JAN-20 -- SJACOB**
County Atty.	**Insurance Verification: X**	**16-JAN-20 -- AAMATO**
County Atty.	**Approval to Form: X**	**17-JAN-20 -- MMISRA**

CPO	**Approval: X**	**11-FEB-20 -- KOHAGENCE**
DCEC	**Approval: X**	**11-FEB-20 -- JCHIARA**
Dep. CE	**Approval: X**	**18-FEB-20 -- TFOX**
Leg. Affairs	**Approval/Review: X**	**26-FEB-20 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: This amendment is to provide court stenographers to record and transcribe conferences, trials and meeting held during the course of business at NCTPVA. This service is required to comply with Section 1690(2) of the NYS VTL which states that the rules of evidence shall be applicable at a trial conducted by a judicial hearing officer. It is therefore necessary to maintain a record of proceedings. NCTPVA operates three to four hearing rooms daily (up to a maximum of 5 hearing rooms during peak times) and two to three hearing rooms during evening court sessions.
Method of Procurement: TPVA initiated the Request for Proposal on October 19, 2015 and two companies submitted proposals. TPVA selected Top Key Court Reporting, Inc. according to standard county procurement procedures.
Procurement History: This contract was previously granted to Top Key Reporting, Inc. who had been service to the Agency since 2010. The current Request for Proposal was released, Top Key Reporting, Inc. submitted the successful proposal. The vendor is a certified as a Woman Owned Business Enterprise (WBE)
Description of General Provisions: Provide court stenographers for trials, conferences and meetings as prescribed by law.
Impact on Funding / Price Analysis: This amendment extends the contract by one year through 12/31/2020. The maximum amount of the contract shall be increased by $370,000. The new maximum amount is $1,850,000.
Change in Contract from Prior Procurement: + $370,000
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	**TV**
Resp:	**1000**
Object:	**DE**
Transaction:	**CL**
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 370,000.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 370,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
4	TVGEN1000DE500	$ 370,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 370,000.00

RULES RESOLUTION NO. – 2020

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 TRAFFIC AND PARKING VIOLATIONS AGENCY, AND TOP KEY COURT REPORTING, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Top Key Court Reporting, Inc. to provide stenographic court reporting services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amended agreement with Top Key Court Reporting, Inc.

NIFA Nassau County Interim Finance Authority

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

1. Vendor: TOP KEY COURT REPORTING, INC.

2. Dollar amount requiring NIFA approval: $370000

Amount to be encumbered: $370000

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:

Has work or services on this contract commenced? Y ____

If yes, please explain: current contract

4. Funding Source:

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

Grant Fund (GRT)

Federal % 0
State % 0
County % 0

Is the cash available for the full amount of the contract?	Y
If not, will it require a future borrowing?	N
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

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

This amendment is to provide court stenographers to record and transcribe conferences, trials and meeting held during the course of business at NCTPVA. This service is required to comply with Section 1690(2) of the NYS VTL which states that the rules of evidence shall be applicable at a trial conducted by a judicial hearing officer. It is therefore necessary to maintain a record of proceedings. NCTPVA operates three to four hearing rooms daily (up to a maximum of 5 hearing rooms during peak times) and two to three hearing rooms during evening court sessions.

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 Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberation s.

IQURESHI 28-JAN-20

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 Cou nty Multi-Year Financial Plan.

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

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

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

Jack Schnirman
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: Top Key Court Reporting, Inc.

CONTRACTOR ADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in_____[newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____[date]._____[state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____

_____ (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 February 3, 2016 [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 TPVA initiated the Request for Proposal on October 19,2015 and two companies submitted proposals. TPVA selected Top Key Court Reporting Inc according to standard county procurement procedures. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Department Head Signature

1/7/20

Date

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

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES [X] NO [ ] If yes, to what campaign committee?

[redacted]

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.

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

[redacted]

Dated: 12/16/2019 04:21:11 PM

Vendor: TOPKEY COURT REPORTING, INC.

Title: PRESIDENT

PRINCIPAL QUESTIONNAIRE FORM

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

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Karen Lorenzo
Date of birth: [redacted]
Home address: [redacted]
City:
Country: US

Business Address [redacted]
City:
Country
Telephone:

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

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

President	09/24/2010	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
Sole owner of Top Key Court Reporting, Inc.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

CERTIFICATION

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

TOP KEY COURT REPORTING, INC

Name of submitting business

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

[redacted]

PRESIDENT

Title

12/17/2019 11:47:14 AM

Date

Business History Form

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

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

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

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

Date: 12/11/2019

1) Proposer's Legal Name: Top Key Court Reporting, Inc.

2) Address of Place of Business: [redacted]

City: [redacted]

Country:

Address: [redacted]
City: [redacted] State/Province/Territory: NY Zip/Postal Code: [redacted]
Country:
Start Date: 01-JUL-16 End Date: 31-DEC-17

[redacted]

Address: 1100 Franklin Avenue
City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530
Country:
Start Date: 01-SEP-15 End Date: 30-JUN-16

[redacted]

3) Mailing Address (if different):

City: State/Province/Territory: Zip/Postal Code:

Country:

Phone:

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

4) Dun and Bradstreet number: na

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

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

YES [X] NO [ ] If yes, please provide details:
Top Key rents the suite and subleases to Law Offices of Charles Casolaro and Pretrium

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, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [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, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?

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

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [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.

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.

Top Key will comply with Nassau County Charter Section 2218 Code of Ethics and will mandate all independent contractors adhere specifically to subsection 2 - Conflicts of interests prohibited.

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

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

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

i) Date of formation;

09/24/0010

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

Sole owner

No individuals with a financial interest in the company have been attached..

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

sole owner

No officers and directors from this company have been attached.

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

1

vi) Annual revenue of firm;

400000

vii) Summary of relevant accomplishments

Nassau County Tpva, Town of Hempstead, Villages: Atlantic Beach, Bayville, East Hills, Garden City, Hewlett Bay Park, Hewlett Neck, East Rockaway, Hempstead, Westbury, Woodsburgh, Valley Stream, Bellport, Brightwaters

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

B. Indicate number of years in business.

9

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

n/a

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

Company Law Offices of Charles Casolaro
Contact Person [redacted]
Address
City
Country
Telephone
Fax #
E-Mail Address

Company Marybeth Malloy, PLLC
Contact Person [redacted]
Address
City
Country
Telephone
Fax #
E-Mail Address

Company Colliers International
Contact Person [redacted]
Address
City
Country
Telephone
Fax #
E-Mail Address

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

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

CERTIFICATION

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

Name of submitting business: Top Key Court Reporting, Inc.

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

[redacted]

President,/Owner
Title

12/31/2019 11:23:46 AM
Date

TOP KEY COURT REPORTING, INC.

Court Reporters -Transcription - Notaries

Karen Lorenzo, President

[redacted]

BUSINESS QUALIFICATIONS

As President and Owner of Top Key Court Reporting, Inc., I have had the opportunity of providing stenographic services to Nassau County Traffic and Parking Violations Agency for the nine years. As the Agency's Upper Management, Judges, Administration, and Prosecutors can attest, my performance has been exemplary. I have proven to be a reliable, competent, professional who can be trusted to produce high-quality court reporting services. Furthermore, Top Key has provided stenographic services to Nassau County Taxi and Limousine Commission, multiple Nassau and Suffolk Village Courts for traffic hearings, Planning Boards, Board of Trustees, Public Hearings, and Building and Zoning Appeals Hearings; Town of Hempstead 50-H hearings, as well as servicing various law firms, Governor Cuomo's Task Force for Jockey Safety, NYSDEC; and is on the approved list for New York State Unified Court System.

Supplementing my demonstrated capacity to serve the Agency, Villages, various law firms and other various agencies, my prior business experience has allowed me to develop strong organizational skills, which I will be able to further apply, enhancing the quality of the court reporting service to the County.

Top Key's professional experience supports the innovative, hardworking, committed, and resourceful position it claims to possess while providing a staff of well-qualified court reporters to your agency.

Top Key is proud to be certified as meeting the criteria for status as a Minority and Woman owned Business Enterprise Program, Equal Opportunities for Minorities and Women, and has been certified as a Woman Owned Business Enterprise (WBE) (see attached certificate).

Edward P. Mangano
County Executive

Phillip E. Elliott
Deputy County Executive

County of Nassau
Office of Minority Affairs

Hereby Grants Certification to:

Top Key Court Reporting Inc.

This certificate acknowledges that this company has met the criteria as established by the Minority and Woman Owned Business Enterprise Program at the County of Nassau Office of Minority Affairs, pursuant to Local Law No. 14, Title 53, dated October 2, 2002 and therefore, is certified as a Woman Owned Business Enterprise (WBE).

This certification will remain in effect until its expiration date provided there are no changes in ownership, control, and/or operations of the firm or eligibility requirements. The Nassau County Office of Minority Affairs must be notified within thirty days of any material changes in the business, which affects ownership and control.

Certification Number:
OMA- WBE-17-2478-20-NCOMA

Expiration Date:
9/15/2020

Dr. Phillip E. Elliott
Deputy County Executive

Cesari Iman, MBA
Certification Analyst

COUNTY OF NASSAU

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

1. Name of the Entity: Top Key Court Reporting, Inc.

Address: [redacted]

City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]

Country: [redacted]

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Closely Held Corp (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):

First Name karen
Last Name lorenzo
MI J Suffix
Address [redacted]
City [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country [redacted]
Position [redacted]

[redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

First Name karen
Last Name lorenzo
MI J Suffix
Address [redacted]
City [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country
Position [redacted]

[redacted]

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

previously disclosed that participate in the performance of the contract.

none.

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

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
[redacted]

Dated: 02/25/2020 01:30:50 PM

Title: President

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/03/2020

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

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

PRODUCER	CONTACT NAME: Matthew Avellino	
AC Risk Management, Inc. 1800 Walt Whitman Road Suite # 160 Melville NY 11747	PHONE (A/C, No, Ext): (516) 277-4480	FAX (A/C, No): (516) 801-5921
	E-MAIL ADDRESS: mavellino@acriskmanagement.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Top Key Court Reporting Inc. [redacted] NY 11530	INSURER A: Hartford Insurance Group	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL201302395 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		12SBAVV7094	08/18/2019	08/18/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Non-owned	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		12SBAVV7094	08/18/2019	08/18/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		12 WEC GC3900	01/01/2020	01/01/2021	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Certificate Holder, Nassau County Traffic and Parking Violations Agency, 16 Cooper Street, Hempstead, NY 11550 is added as Additional Insured as per written contract.

CERTIFICATE HOLDER

Nassau County Traffic and Parking Violatations Agency
16 Cooper Street
Hempstead NY 11550

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Top Key Court Reporting, Inc. [redacted] Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured [redacted] 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County Traffic and Parking Violations Agency 16 Cooper Street Hempstead, NY 11550	3a. Name of Insurance Carrier The Hartford 3b. Policy Number of entity listed in box "1a" 12WECGC3900 3c. Policy effective period 01/01/2020 to 01/01/2021 3d. The Proprietor, Partners or Executive Officers are ☐ included. (Only check box if all partners/officers included) ☒ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Matthew Avellino
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [signature] 1/3/20
(Signature) (Date)

Title: CEO

Telephone Number of authorized representative or licensed agent of insurance carrier: 516-277-4480

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
TOP KEY COURT REPORTING, INC.
[redacted]

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
[redacted]

1c. Federal Employer Identification Number of Insured or Social Security Number
[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Nassau County Traffic and Parking Violations Agency
16 Cooper Street
Hempstead, NY 11550

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL351252

3c. Policy effective period
01/01/2020 to 12/31/2020

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 1/3/2020 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)

E-82-16

RULES RESOLUTION NO. 85 – 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 TRAFFIC AND PARKING VIOLATIONS AGENCY, AND TOP KEY COURT REPORTING, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 4-11-16
VOTING
ayes 4 nayes 0 abstained 3 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Top Key Court Reporting, Inc. to provide stenographic court reporting services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Top Key Court Reporting, Inc.

AMENDMENT NO. 2

The AMENDMENT ("Amendment"), dated as of the date ("the "Effective Date") that this Amendment is executed by (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 Department of Traffic and Parking Violations Agency, having its principal office at 16 Cooper Street, Hempstead, NY 11550 (the "Department"), and (ii) Top Key Court Reporting, Inc., a New York State corporation, having its principal office at [redacted]

WITNESSETH:

WHEREAS, pursuant to County contract number CQTV16000001 between the County and the Contractor, executed on behalf of the County on February 3, 2016, as amended by amendment one (1), County contract number CLTV19000023 executed on behalf of the County on 6/18/19 (the "Original Agreement"), the Contractor performs certain services for the County in connection with stenography of court proceedings and related transcription services, which services are more fully described in the Original Agreement (the "Services"); and

WHEREAS, the term of the Original Agreement is scheduled to terminate on December 31, 2019, with two (2) remaining one (1) year renewal options, unless sooner terminated in accordance with the provisions of 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 was One Million Four Hundred Eighty Thousand Dollars ($1,480,000.00) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor mutually desire to exercise one (1) of the remaining two (2) options to renew the Original Term.

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

1. Renewal of Term. The Original Term 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 December 31, 2020, unless sooner terminated in accordance with the provisions of the Original Agreement.

2. Maximum Amount. The Maximum Amount in the Original Agreement, which is subject to encumbrance and not to exceed Three Hundred Seventy Thousand Dollars ($370,000.00) per Agreement year as set forth in the Original Agreement, shall be increased by Three Hundred Seventy Thousand Dollars ($370,000.00) (the "Amendment Maximum Amount") to be allocated to the renewal period (the period January 1, 2020 to December 31, 2020, the "Renewal Period"), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under this Amended Agreement shall be One Million Eight Hundred Fifty Thousand Dollars ($1,850,000.00) (the "Amended Maximum Amount").

3. Partial Encumbrance. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. The Contractor further acknowledges that there shall be no initial encumbrance under this Amendment. Thereafter, the Department will notify the Contractor of the availability of monies, which notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

4. Compliance with Law. Section 6 of the Original Agreement is hereby amended to add the following subsections:

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Top Key Court Reporting, Inc.

By: Karen Lorenzo
Name: Karen Lorenzo
Title: President
Date: 12/10/19

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK

ss.:

COUNTY OF NASSAU

On the 10 day of December in the year 2019 before me personally came Karen Lorenzo 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 individual described herein and executed the above instrument.

NOTARY PUBLIC

STEPHANIE QUINTERO
Notary Public, State of New York
Registration #01QU6285860
Qualified In Nassau County
Commission Expires July 15, 2021

STATE OF NEW YORK

ss.:

COUNTY OF NASSAU

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____

NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined 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

and any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is: Karen J. Lorenzo [redacted] (Name)

2. T[redacted] Living W[redacted] section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

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

_____

_____

_____

_____

_____

_____

_____

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

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

12/10/19
Dated

Signature of Chief Executive Officer

Karen J. Lorenzo
Name of Chief Executive Officer

Sworn to before me this

10 day of December, 2019.

Notary Public

STEPHANIE QUINTERO
Notary Public, State of New York
Registration #01QU6285860
Qualified In Nassau County
Commission Expires July 15, 2021

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of 2/3/16 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement") is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the NASSAU COUNTY TRAFFIC AND PARKING VIOLATIONS AGENCY, having its principal office at 16 Cooper St., Hempstead, NY 11550 (the "Agency"), and (ii) [redacted] State corporation, having its principal office at [redacted] 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 promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2016 and terminate on December 31, 2019, unless sooner terminated in accordance with the provisions of this Agreement; provided, however, that the County may renew this Agreement under the same terms and conditions for two (2) additional one (1) year periods.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of taking simultaneous minutes of various hearings, trials and, when requested, meetings held in the regular course of business at the Nassau County Traffic & Parking Violation Agency, which are held as designated by the Executive Director, as more fully described in the Request for Proposals ("RFP"), attached hereto and incorporated herein as Exhibit 1. These minutes will be transcribed for the Agency use only when requested at no additional charge. The Contractor is also responsible for off premise storage of transcription notes of the various proceedings, hearings, trials or meetings taken in coordination with the Agency stored in an electronic file format on one of the County's IT data servers.

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 One Million One Hundred Ten Thousand Dollars ($1,110,000.00) ("Maximum Amount"). Payment of the Maximum Amount shall be subject to encumbrance and shall not exceed Three Hundred Seventy Thousand Dollars ($370,000.00) per Agreement year. Payment shall be made in accordance with the following fee schedule:

Attendance per full day session per reporter for each Judicial Hearing Officer Monday – Friday 8:30 am to 4:45 pm for Three Hundred Eighty-Five dollars ($385.00) per day. For a half day from 8:45 am to 12:30 pm or 12:45 pm to 4:30 pm, Two Hundred

Fifteen dollars ($215.00) per half day session. Attendance per session per reporter for each Judicial Hearing Officer evenings from 5:15 pm to 8:00 pm for Two Hundred Twenty-Five Dollars ($225.00) per evening.

Transcript page rate to the Agency: No charge
Cancellation Fee to the Agency (if within 24 hours): No charge
If Judicial Hearing Officer fails to appear and no replacement is provided: $125

(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 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 to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

(d) Protection of Client Information. Only Information obtained in the course of performing this Agreement and considered a public record shall be disclosed. All other information shall remain confidential.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement)

to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement. This shall include updating the county on the location of all stenographic records and include the transcriptions of these records upon request.

(d) The contractor shall ensure all their staff possess the necessary requirements that qualify them, as described more fully in the RFP attached hereto as Exhibit 1.

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 inwhole 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 (jy) 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 Executive Director of Nassau County Traffic & Parking Violations Agency (the "Executive Director"), 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 Executive Director 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 Executive Director.

(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. Rights to Work. Upon execution of this Agreement, any reports, documents, data and/or any other material compiled or produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials, in any format, to such items, shall become the exclusive property of the County.

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 supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five hundred thirty-three dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the order of "Nassau County" by the Contractor upon signing this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement

(including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

TOP KEY COURT REPORTING, INC.

By: _____

Name: Karen Lorenzo

Title: President

Date: 2/3/16

NASSAU COUNTY

By: _____

Name: ~~Richard Walker~~ Charles Lebair

Title: Deputy County Executive

Date: 4/27/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 3 day of February in the year 2016 before me personally came Karen Lorenzo to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Top Key Court Reporting Inc the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

JANE A. MARTONE
NOTARY PUBLIC, State of New York
No. 4[illegible]218
Qualified in Nassau County
Commission Expires March 30, 2019

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 27 day of April in the year 2016 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

SAMANTHA ASHLEY GOETZ
NOTARY PUBLIC
Exp. February 04, 2017
NASSAU COUNTY
No. 01GO6275550
STATE OF NEW YORK

E-99-19

RULES RESOLUTION NO. 131 - 2019

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 TRAFFIC AND PARKING VIOLATIONS AGENCY, AND TOP KEY COURT REPORTING, INC.

5-6-19

4 0 0 0

WHEREAS, the County has negotiated an amendment to a personal services agreement with Top Key Court Reporting, Inc. to provide stenographic court reporting services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amended agreement with Top Key Court Reporting, Inc.

AMENDMENT

The AMENDMENT ("Amendment"), dated as of the date ("the "Effective Date") that this Amendment is executed by (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 Department of Traffic and Parking Violations Agency, having its principal office at 16 Cooper Street, Hempstead, New York 11550 (the "Department"), and (ii) Top Key Court Reporting, Inc., a New York State corporation, having its principal office at [redacted] "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQTV16000001 between the County and the Contractor, executed on behalf of the County on February 3, 2016, (the "Original Agreement"), the Contractor performs certain services for the county in connection with stenography of court proceedings and related transcription services which services are more fully described in the Original Agreement (the "Services"); and

WHEREAS, the term of the Original Agreement is scheduled to expire on December 31, 2019, unless sooner terminated in accordance with the provisions of the Original Agreement; and

WHEREAS, section 10 of the Original Agreement requires any amendments, modifications, or alterations of the Agreement to be in writing and duly executed by the parties; 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 not to exceed One Million One Hundred Ten Thousand and Dollars ($1,110,000.00), subject to encumbrance and not to exceed Three Hundred Seventy Thousand Dollars ($370,000.00) per Agreement year (the "Maximum Amount").

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

1. Maximum Amount. The Maximum Amount in the Original Agreement, which is One Million One Hundred Ten Thousand Dollars ($1,110,000.00) subject to encumbrance and not to exceed Three Hundred Seventy Thousand Dollars ($370,000.00) per Agreement year (the "Maximum Amount") as set forth here above shall be increased by Three Hundred Seventy Thousand Dollars ($370,000.00) so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided is One Million Four Hundred Eighty Thousand Dollars ($1,480,000.00).

2. Compliance with Law. Section 6 of the Original Agreement is hereby amended to add the following subsections:

6. (e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Permittee shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions

with the Permittee on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Permittee shall include the provisions of this subsection in each subcontract entered into under this Agreement.

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

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Top Key Court Reporting, Inc.

By: Top Key Court Reporting, Inc.
Name: Daniel Lorenzo
Title: President / Owner
Date: 1/4/19

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK

ss.:

COUNTY OF NASSAU

On the 4 day of January in the year 2019 before me personally came Karen Lorenzo 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 the individual described herein and executed the above instrument.

NOTARY PUBLIC

CHARLES J. CASOLARO
Notary Public, State of New York
No. 01CA5041320
Qualified in Nassau County
Commission Expires March 27, 2019

STATE OF NEW YORK

ss.:

COUNTY OF NASSAU

On the 18 day of June in the year 2019 before me personally came Tatiana T Fox 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

TANYA L CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County
Commission Expires April 15, 20 22

LAURA CURRAN
NASSAU COUNTY EXECUTIVE

DAVID RICH
EXECUTIVE DIRECTOR

NASSAU COUNTY DISTRICT COURT
NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY
16 COOPER STREET
HEMPSTEAD, NEW YORK 11550-4063

INTER-DEPARTMENTAL MEMO

TO: Sue Chodkowski
Treasurer – CSEA

FROM: David Rich
Executive Director

DATE: December 20, 2019

SUBJECT: SUBCONTRACTING SECTION 32A – CSEA AGREEMENT

Pursuant to Section 32A of the Collective Bargaining Unit (CBA) this is to advise you that this Agency is contracting with Top Key Reporting Inc. for stenographic services.

Should you have any questions regarding this matter, please contact me at 572-2654.

E-35-20

NIFS ID:CLSS20000001 Department: Social Services

Capital:

SERVICE: Preventive

Contract ID #:CQSS13000013 NIFS Entry Date: Term: from 01-JAN-20 to 31-DEC-20

Amendment
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: **Berkshire Farm Center & Services for Youth**	Vendor ID#: [redacted]
Address: [redacted]	Contact Person: [redacted]
	Phone: [redacted]

Department:
Contact Name: Michael Kanowitz
Address: 60 Charles Lindbergh Blvd
Phone: 516 227-7452

Routing Slip

Department	**NIFS Entry: X**	**18-DEC-19 -- MKANOWITZ**
Department	**NIFS Approval: X**	**18-DEC-19 -- MKANOWITZ**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**18-DEC-19 -- IQURESHI**
OMB	**NIFS Approval: X**	**18-DEC-19 -- ISEDIGHI**
County Atty.	**Insurance Verification: X**	**18-DEC-19 -- AAMATO**
County Atty.	**Approval to Form: X**	**18-DEC-19 -- MMISRA**
CPO	**Approval: X**	**19-DEC-19 -- KOHAGENCE**

DCEC	**Approval: X**	**19-DEC-19 -- JCHIARA**
Dep. CE	**Approval: X**	**20-DEC-19 -- KROSE-LOUDER**
Leg. Affairs	**Approval/Review: X**	**26-FEB-20 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: We are mandated to provide preventive services to children. Contractor will provide short term intensive home based Preventive Services to Nassau County families whose child/children are in imminent risk of foster care placement. The goal of the program is to avoid the need for children to be placed out of the home or to facilitate reunification of children and families. This is a one year amendment to extend the term to 12/31/20.
Method of Procurement: An RFP was issued in August 2012. Five proposals were received and evaluated. DSS is seeking to extend the contract for a one year period and is in the process of issuing a request to Initiate an RFP under the current Nassau County procedures.
Procurement History: An RFP was issued in August 2012. Five proposals were received and evaluated. We have been using this vendor for many years.
Description of General Provisions: The contractor will provide case planning services coordinating casework, counseling and supportive services for families at risk. The contractor will also provide extensive case management services to the target population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination.
Impact on Funding / Price Analysis: Federal 30% State 45% County 25% This amendment increases the maximum by $591,228. The new maximum amount is $4,193,816.33
Change in Contract from Prior Procurement: Not applicable.
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	**76**
Resp:	**7600**
Object:	**TT714**
Transaction:	**CQ**
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 147,807.00
Federal	$ 177,368.40
State	$ 266,052.60
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 591,228.00**

LINE	INDEX/OBJECT CODE	AMOUNT
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
8	SSGEN7600/TT714	$ 591,228.00
	TOTAL	$ 591,228.00

RULES RESOLUTION NO. – 2020

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 SOCIAL SERVICES, AND BERKSHIRE FARM CENTER & SERVICES FOR YOUTH ("BERKSHIRE")

WHEREAS, the County has negotiated an amendment to a personal services agreement with Berkshire to provide preventive services in conformity with The Family Connections 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 said amendment to the agreement with Berkshire.

NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** Berkshire Farm Center & Services for Youth

2. **Dollar amount requiring NIFA approval:** $591228

   Amount to be encumbered: $591228

   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: 01/01/2020 to 12/31/2020**
   Has work or services on this contract commenced? N

   If yes, please explain:

4. **Funding Source:**

X General Fund (GEN)	Grant Fund (GRT)	
Capital Improvement Fund (CAP)		Federal % 30
Other		State % 45
		County % 25

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:**

We are mandated to provide preventive services to children. Contractor will provide short term intensive home based Preventive Services to Nassau County families whose child/children are in imminent risk of foster care placement. (Amend contract to extend for a one year period.)

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
CQSS13000013	01-JAN-19	582,572.00

Contract ID	Date	Amount
CQSS18000013	01-JAN-17	1,050,000.00

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberation s.

IQURESHI 18-DEC-19

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 Cou nty Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts for all relevant accounts and relevant Nassau County Legislature communication docu ments and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being su bmitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Jack Schnirman
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: BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

CONTRACTOR ADDRESS: 13640 ROUTE 22, SOUTH CANAAN, NY 12029

FEDERAL TAX ID #: [redacted]

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (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 SEPTEMBER 6, 2013 [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 AN RFP WAS ISSUED [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

12/11/19
Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
Nicole McArthur [NMCARTHUR@BERKSHIREFARM.ORG]

Dated: 12/05/2019 08:59:35 AM

Vendor: Berkshire Farm Center and Services for Youth

Title: Chief Financial Officer

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Brian Parchesky
Date of birth: 09/17/1967
Home address: [redacted]
City: [redacted] State/Province/Terr.: [redacted] Zip/Postal: [redacted] Country: [redacted]
Business Address: [redacted]
City: [redacted] State/Province/Terr.: [redacted] Zip/Postal: [redacted] Country: [redacted]
Telephone: [redacted]
Other present address(es):
City: State/Province/Terr.: Zip/Postal: Country:
Telephone:
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	05/22/2019	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	05/22/2019	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 notfor-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 an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
   YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.
DWI - fine and alcohol evaluation

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other

type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Brian Parchesky , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Brian Parchesky , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Berkshire Farm Center & Services for Youth
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Brian Parchesky [BRIANPARCHESKY@BERKSHIREFARM.ORG]

President& CEO
Title

11/21/2019 11:03:25 AM
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Robert A. Kandel
   Date of birth: 06/18/1947
   Home address: [redacted]
   City: [redacted] State/Province/Terr.: [redacted] Zip/Postal: [redacted] Country: [redacted]
   Business Address: [redacted]
   City: [redacted] State/Province/Terr.: [redacted] Zip/Postal: [redacted] Country: [redacted]
   Telephone: [redacted]
   Other present address(es):
   City: State/Province/Terr.: Zip/Postal: Country: US
   Telephone:
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board	02/16/2005	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 notfor-profit organization other than the one submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.

   Hamlin Ventures, LLC - Member - real estate development company
   234 Lexington LLC - Managing Member - owner of 234 Lexingto Avenue, Brooklyn
   481 Hancock Street LLC - Managing Member - owner of 481 Hancock Street, Brooklyn
   HV Hoyt Street LLC - Managing Member - owner of 483 Hancock Street, Brooklyn
   HV Smith Street LLC - holds investment in 34 Prince Equities LLC - the owner of real property at 234 Mott Street, New York

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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to

all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Robert A. Kandel , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Robert A. Kandel , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Berkshire Farm Center and Services for Youth
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Robert A. Kandel [ROBERT.KANDEL@HAMLINVENTURES.COM]

Chairman of the Board
Title

11/17/2019 10:07:19 PM
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: Nicole McArthur
Date of birth: 01/04/1983
Home address: [redacted]
City: [redacted] State/Province/Terr.: [redacted] Zip/Postal: [redacted] Country: US
Business Address: [redacted]
City: [redacted] State/Province/Terr.: [redacted] Zip/Postal: [redacted] Country: US
Telephone: [redacted]
Other present address(es):
City: State/Province/Terr.: Zip/Postal: Country:
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	07/05/2016	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 notfor-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 an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
   YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9,

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other

type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Nicole McArthur , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Nicole McArthur , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Berkshire Farm Center and Services for Youth
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Nicole McArthur [NMCARTHUR@BERKSHIREFARM.ORG]

CFO
Title

11/15/2019 09:59:50 AM
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: 11/22/2019

1) Proposer's Legal Name: Berkshire Farm Center and Services for Youth

2) Address of Place of Business: [redacted]

City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]

Country:

3) Mailing Address (if different):

City: State/Province/Territory: Zip/Postal Code:

Country:

Phone: (518) 781-4567

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (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 [X] NO [ ] If yes, please provide details:
Berkshire Union Free School District - Residential Treatment Center youth attend the District's Jr/Sr High

School which is located on the residential campus. The District takes no part in the performance of any contract with Nassau County.

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, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

On June 20, 2016 the New York State Office of Children and Family Services (OCFS) placed Berkshire Farm Center and Services for Youth's (Berkshire) Residential Treatment Center (RTC) on Critical Incident Reporting Status based on OCFS"s monitoring of Berkshire. On September 8, 2016, it closed the RTC's intake (no new youth could be admitted to the RTC) and the RTC remained on the Critical Incident Reporting Status. After investigation by OCFS, a list of concerns were provided to Berkshire by OCFS. All items were addressed by Berkshire RTC. OCFS opened the RTC intake on a limited basis on December 8, 2016. Berkshire was officially opened without limitation on February 7, 2017. Berkshire remained on Critical Reporting Status. on April 4, 2017 Berkshire's status changed from Critical Incident Review to Heightened Supervision Status. Per letter from OCFS dated 12/19/2018, Berkshire was notified of the "discontinuation of the Heightened Monitoring activities".

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 investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [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.

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.

Berkshire has a formal Conflict of Interest policy and a Risk Management Department to monitor potential conflicts. Should one arise, we will contact the County to be guided accordingly.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation:

01/01/1886

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

None - not for profit corporation

No individuals with a financial interest in the company have been attached..

iii) Name, address and position of all officers and directors of the company. If none, explain.

First Name Robert
Last Name Kandel
MI
Suffix
Address [redacted]
City
State/Province/Territory [redacted] Zip/Postal Code [redacted]
Country
Position

[redacted]

First Name Nicole

Last Name McArthur
MI
Address [redacted]
City
Country
Position
Suffix
State/Province/Territory [redacted] Zip/Postal Code [redacted]

First Name Stacy
Last Name Williams
MI
Address [redacted]
City
Country
Position
Suffix
State/Province/Territory [redacted] Zip/Postal Code [redacted]

First Name Brian
Last Name Parchesky
MI
Address [redacted]
City
Country
Position
Suffix
State/Province/Territory [redacted] Zip/Postal Code [redacted]

1 File(s) Uploaded:

iv) State of incorporation (if applicable):
NY

v) The number of employees in the firm;
500

vi) Annual revenue of firm;
38600000

vii) Summary of relevant accomplishments
See Attached

2 File(s) Uploaded:

viii) Copies of all state and local licenses and permits.

2 File(s) Uploaded:

B. Indicate number of years in business.
132

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
None

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar

services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	New York City Administration for Children's Services
Contact Person	Jamal Jenkins - Director of FAP
Address	[redacted]
City	New York
State/Province/Territory	NY
Country	
Telephone	[redacted]
Fax #	
E-Mail Address	

Company	Dutchess County Department of Community and Family Services
Contact Person	Debra Bonnerwith, Deputy Commissioner
Address	[redacted]
City	
State/Province/Territory	NY
Country	
Telephone	[redacted]
Fax #	
E-Mail Address	

Company	Schenectady County Department of Social Services
Contact Person	Paul Brady, Commissioner
Address	[redacted]
City	
State/Province/Territory	NY
Country	
Telephone	
Fax #	
E-Mail Address	

Office of Children and Family Services

ANDREW M.CUOMO
Governor

SHEILA J.POOLE
Commissioner

August 12, 2019

Brian Parchesky
Berkshire Farm Center&Svs for Youth (P33)
13640 State Route 22
Canaan, NY 12029

Dear Brian Parchesky:

Enclosed is the Operating Certificate for Berkshire Farm Center&Svs for Youth (P33). This Operating Certificate was issued pursuant to Social Services Law of the State of New York and the Regulations of the Office of Children and Family Services.

This Operating Certificate should be displayed at the facility.

Sincerely,

Teresa Boykins
Children and Family Services Specialist
Regional Operations and Program Improvement

NEW YORK STATE | Office of Children and Family Services

Operating Certificate

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 12th day of August 2019 to Berkshire Farm Center and Services for Youth.

To operate a(n)	60 Bed Institution
To be known as	Berkshire Farm Center & Services for Youth
Located at	13640 Route 22 Canaan, NY 12029

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides. Programs authorized by this operating certificate:
Institution

Agency ID:
P33

Number(s)

RID 20047284 20 HTP Beds
VID 00A09648
Ages Served Male 12yr to 21yr served
RID 21045036 40 Intensive Clinical Treatment
VID 00A10349
Ages Served Male 11yr to 21yr served

In witness whereof, I have hereunto set my hand and affixed the official seal of the Office of Children and Family Services this 12th day of August, 2019.

Deputy Commissioner
New York State
Office of Children and Family Services

STATE OF NEW YORK
COMMISSION OF CORRECTION

OPERATING CERTIFICATE

FACILITY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
ID: 1964	September 26, 2019	October 1, 2020

Operating Agency: Berkshire Farm Center and Services for Youth

Facility: Capital District Juvenile Secure Detention Facility

Location: 838 Albany Shaker Road, Loudonville, NY

County: Albany

This is to certify that the above named is hereby authorized by the Commission of Correction pursuant to Section 503 of Article 19-G of the Executive Law, to accept and care for youth, held in accordance with Section 510.15 of the Criminal Procedures Law, and the Regulations of the Commission of Correction, 9 NYCRR Part 7303.

Chairman: Allen Riley

Allen Riley

NOTE: This certificate is the property of the Commission of Correction, and must be returned to the Commission when the facility is closed.

STATE OF NEW YORK
OFFICE OF CHILDREN AND FAMILY SERVICES
Bureau of Juvenile Detention Services

LIMITED OPERATING CERTIFICATE
for a
SPECIALIZED SECURE DETENTION FACILITY

FACILITY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
ID: 1964	**November 1, 2019**	**September 30, 2020**

Operating Agency: Berkshire Farm Center and Services for Youth

Facility: Capital District Specialized Secure Juvenile Detention Facility

Location: 838 Albany Shaker Rd.
Loudonville, NY 12211

County: Albany

This is to certify that the above-named facility is hereby authorized by the Office of Children and Family Services, to accept and care for a maximum of **24 youth** pursuant to section 503 of Article 19-G of the Executive Law, section 510.15 of the Criminal Procedure Law and the regulations set forth in 9 NYCRR part 180-3. This facility cannot operate unless it also possesses a valid operating certificate issued by the NY State Commission on Correction.

Associate Commissioner
Division of Juvenile Justice and Opportunities for Youth

Director
Bureau of Detention Services

NOTE: This certificate is the property of the Office of Children and Family Services and must be returned to the Bureau of Juvenile Detention Services when the facility is closed or upon request of the Office.

BERKSHIRE
FARM CENTER & SERVICES FOR YOUTH

OFFICERS & BOARD OF DIRECTORS

BOARD CHAIRMAN

Mr. Robert A. Kandel
Of Counsel

[redacted]

CHAIRMAN EMERITUS

Mr. Charles H. Mott

[redacted]

[redacted]

DIRECTORS

Mr. Conor Boyd
Managing Partner
Thoroughbred Advisors

[redacted]

Mr. Richard Hannmann

[redacted]

Ms. Yuliya Ilizarov

[redacted]

Mr. Thomas Luzzi

[redacted]

Mr. James Matison

[redacted]

Ms. Emily Miles
315 W 115th Street #34
New York, NY 10026
Cell 207-610-4246
emilymiles@outlook.com

Ms. Betty Newman
President

[redacted]

Ms. Karen Parker

[redacted]

Ms. Patricia Russell

[redacted]

Mr. Eric Twombly

[redacted]

DIRECTORS EMERITUS

Ms. Katharine McQuarrie (2012)

[redacted]

Mr. Douglas M. Loudon (2013)

[redacted]

Ms. Denise Clayton (2015)

[redacted]

Revised 4/4/19

I, Nicole McArthur , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Nicole McArthur , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Berkshire Farm Center and Services for Youth

Electronically signed and certified at the date and time indicated by:
Nicole McArthur [NMCARTHUR@BERKSHIREFARM.ORG]

Chief Financial Officer
Title

12/05/2019 09:04:27 AM
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Berkshire Farm Center and Services for Youth

Address: 13640 ROUTE 22

City: CANAAN State: NY Zip Code: 12029

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Public Corp (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):

1 File(s) uploaded

First Name Robert
Last Name Kandel
MI
Suffix
Address [redacted]
City
State [redacted] Zip Code [redacted]
Position

First Name Nicole
Last Name McArthur
MI
Suffix
Address [redacted]
City
State [redacted] Zip Code [redacted]
Position

First Name Stacy
Last Name Williams
MI
Suffix
Address [redacted]
City
State [redacted] Zip Code [redacted]
Position

First Name Brian
Last Name Parchesky
MI
Suffix
Address [redacted]
City
State [redacted] Zip Code [redacted]
Position

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

No shareholders - Not for Profit corporation

No shareholders, members, or partners have been attached to this form.

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.

Berkshire Union Free Central School District - affiliate. The school district will not take any 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.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Nicole McArthur [NMCARTHUR@BERKSHIREFARM.ORG]

Dated: 12/05/2019 09:01:05 AM

Title: Chief Financial Officer

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. VI

This AMENDMENT, dated as of January 1, 2020, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Berkshire Farm Center & Services for Youth, a not-for-profit corporation of the State of New York having its principal office at 1364 RTE 22, Canaan, New York 12029 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS13000013 between the County and the Contractor, executed on behalf of the County on September 6, 2013, as amended by the amendment executed on behalf of the County on February 27, 2015, as amended by the amendment executed on behalf of the County on May 4, 2016, as amended by the amendment executed on behalf of the County on February 13, 2018, as amended by the amendment executed on behalf of the County on May 15, 2018 as amended by the amendment executed on behalf of the County on May 29, 2019 (the "Original Agreement"), the Contractor provides certain preventive services for the County in conformity with "The Family Connections Program", 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 September 1, 2013 through December 31, 2019;

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 Three Million Six Hundred Two Thousand Five Hundred Eighty-Eight Dollars and 33/100 ($3,602,588.33) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to renew and amend the Original Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2020.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Five Hundred Ninety-One Thousand Two Hundred Twenty-Eight Dollars and 00/100 ($591,228.00), payable for Services rendered during the renewal term under this Amendment, 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 Four Million One Hundred Ninety-Three Thousand Eight Hundred Sixteen Dollars and 33/100 ($4,193,816.33) (the "Amended Maximum Amount").

3. Budget. The budget referred to in Section 3 (f) of the Original Agreement and attached to the Original Agreement is amended to appear in its entirety for the renewal term under this Amendment, as set forth in Amended Exhibit "B" attached hereto (such amended budget, the "Amended Budget"). The Amended Budget may be modified from time to time upon request of the Contractor, subject to prior approval of the Department.

4. Compliance with Law. Section 6. Compliance with Law. of the Original Agreement is hereby amended to add section 6. (g) which shall read as follows:

6.(g) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

By: Stacy Williams

Name: Stacy Williams

Title: Chief Program Officer

Date: 11/21/19

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

147856

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

STATE OF New York)
)ss.:
COUNTY OF Albany)

On the 21 day of NOV in the year 2019 before me personally came Stacy Williams to me personally known, who, being by me duly sworn, did depose and say that he or she ~~resides~~ works in the County of Columbia; that he or she is the Chief Program Officer of Berkshire Farm Youth & Family Services the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

JOANNE BEDELL
Notary Public State of New York
Qualified in Schenectady County
No. 01BE4673666
Commission Expires October 31, 2022

AMENDED *Exhibit B*
January 1, 2020 to December 31, 2020

Nassau County Human Services
Universal Budget Form

Contract # _____

Contract Name: **Berkshire Farm Center & Services for Youth**

Program Name: **Nassau Family Connections 2020**

Budget Summary

Line #	Expense type	Total $
1a	Salary	$338,939
1b	Fringe	$115,239
1 Total	Personnel (Salary plus Fringe)	$454,178
2	Consultant(s)	$0
3	Travel / Per Diem / Transportation	$17,500
4	Equipment	$2,800
5	Supplies	$700
6	Contractual Services	$0
7a 7b	Rent Utilities	$25,000 $0
8	Department Specific Costs	$1,800
9	Other Costs	$21,225
10	Administrative Overhead	$68,025
	Gross Expenditures (Lines 1 – 10)	$591,228
11	Revenue, Income, Agency Contribution, Matches	$0
	Net Budget Total (Lines 1 – 10 minus line 11)	$591,228
	Agency Contribution	$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	$591,228

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Nicole McArthur, Chief Financial Officer

Name and Title of Authorized Representative

Signature

m/d/yy
11/12/19
Date

Berkshire Farm Center and Services for Youth

Name of Organization

13640 Route 22, Canaan, NY 12029

Address of Organization

OJP FORM 4061/1 (REV. 2/88) Previous editions are obsolete

LAURA CURRAN
COUNTY EXECUTIVE

PAUL F. BRODERICK
ACTING COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: http://www.nassaucountyny.gov/

Contractor Evaluation Form

Contract Number: .....

Contract Name: BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

Service Provided: PREVENTIVE

Evaluation Period: From: January 1, 2019 **To:** October 31, 2019

Evaluator's Name, Title, Phone #: THERESA MCGUINNESS, Director, 227-8269

Date: 9/19/19

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO MICHAEL KANOWITZ, PLANNING & RESEARCH 227-7452

PERFORMANCE EVALUATION FACTORS	Unsatisfactory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service					✓
b. Timeliness of Service					✓
c. Cost Effectiveness					✓
d. Responsiveness to DSS Requests					✓
e. Number of Complaints					✓
f. Problem Resolution					✓
Overall Performance Evaluation					✓

Do you recommend the contractor for future contracts? (Yes) ***No***

If rated 3 or lower & Yes checked, please explain below:

_____

_____

_____

Definition of Quantitative Scale:

1 = Unsatisfactory 2 = Poor 3 = Fair 4 = Good 5 = Excellent

Unsatisfactory	Performance is not effective.
Poor	Performance is marginally effective.
Fair	Performance is somewhat effective.
Good	Performance is consistently effective.
Excellent	Performance exceeds expectations.

Definition of Rating Factors:

Quality of Service. This factor addresses the quality of service provided by the contractor. In assessing service quality, address the following questions:

- Does the vendor comply with contract requirements?
- Are reports accurate?
- Are vendor staff properly trained and managed?
- Does the vendor exhibit technical proficiency in service delivery?
- Does the vendor understand and embraces service and program goals?
- Is positive feedback received from customers served and DSS staff?

Timeliness of Performance. This factor addresses the timeliness of service delivery. In assessing timeliness of performance, address the following questions:

- Does the vendor meet established schedules for service delivery?
- Is the vendor reliable?
- Does the vendor stay on schedule despite problems?

Cost Effectiveness

- Does the vendor operate within the contract budget?
- Are vendor personnel appropriate for the service provided?
- Does the vendor exhibit an appropriate and efficient use of resources?
- Are billings current, accurate and complete?
- Are costs properly allocated?
- Does the vendor bill unallowable costs?

Responsiveness to DSS Requests

- Are the vendor's communications clear and effective?
- Is the vendor positively responsive to DSS requests?
- Is the vendor positively responsive to DSS special requests?

Number of Complaints

- Have a large number of complaints concerning service delivery been received from:
  - DSS staff?
  - Other Nassau County departments?
  - Customers served?

Problem Resolution.

- Is the vendor able to positively address and resolve problems?
- Is the vendor pro-active in anticipating and avoiding or mitigating problems?
- Does the vendor satisfactorily overcome or resolve problems?
- Does the vendor provide prompt notification of problems to DSS?
- Does the vendor provide effective solutions?
- Does the vendor take prompt corrective action?

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz
Quality Management, Research and Planning
Department of Social Services

Date: December 2019

Subject: BERKSHIRE FARM CENTER & SERVICES FOR YOUTH
PREVENTIVE SERVICES 2020 (RENEWAL)

Pursuant to Section 32 of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, sent on 10/29, 2019, notifying him of the above fact. Further attached is a letter from Richard Dopkin, Vice President of CSEA Local 830 dated 11/8, 2019. The response letter of DSS dated 11/8, 2019 is also attached. A copy of the letters was forwarded to the Nassau County Office of Labor Relations for the appropriate action.

It is requested that the County proceed with the contract processing.

Att.
10099

LAURA CURRAN
NASSAU COUNTY EXECUTIVE

NANCY NUNZIATA, LMSW
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD
UNIONDALE, NEW YORK 11553-3686
Phone: Fax:
Web: http://www.nassaucountyny.gov/

October 29, 2019

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel
Assistant to the President
Nassau Local 830 CSEA
400 County Seat Drive
Mineola, New York 11501

Re. – Contract: Berkshire Farm Center & Services for Youth
Preventive Services 2020 (Renewal)

Dear Mr. Tuifel:

Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the Department of Social Services is considering entering into or renewing contractual services with the above vendor. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact me with that request in writing.

Sincerely,

Michael A. Kanowitz
Quality Management, Research and Planning

cc: Christopher Nicolino-Office of Labor Relations
Jerry Laricchuita, President Local 830 CSEA
Ron Gurrieri, Executive Vice President Local 830 CSEA
Jason Perkowsky and John Aloisi, Grievance Chair Local 830 CSEA

ENCLOSURES
13792
147987

The Civil Service Employees Association, Inc.
Local 1000, American Federation of State, County and Municipal Employees, Afl-CIO

CSEA
NASSAU LOCAL 830

November 8, 2019

Jerry Laricchiuta
PRESIDENT

Ron Gurrieri
Exec. Vice President

Scott Mulholland
Vice Pres.

Lynne Kramer
Vice Pres.

Robert Arciello
Vice Pres.

Ana O'Gorman
Vice Pres.

Richard Dopkin
Vice Pres.

Glen Tulfel
Vice Pres.

Kelvin Lewis
Vice Pres.

Yvette Gaynor
Vice Pres.

John Aloisio
Vice Pres.

Aurora Scifo
Vice Pres.

Robert Harris
Vice Pres.

Nancy Ianson
Secretary

Susan Chodkowski
Treasurer

Michael Kanowitz, Quality Management, R&P
Nassau County Dept. of Social Services
60 Charles Lindbergh Blvd.
Uniondale, N.Y. 11553-3686

Re: Berkshire Farm Center & Services for Youth Preventative Services (2020 Renewal)

Dear Michael Kanowitz:

Please allow this letter to serve as a response to the Nassau County correspondence received on Nov.1, 2019 regarding the above mentioned assignment of CSEA Unit work to persons not in the CSEA Unit.

Your notification of intent to subcontract fails to offer sufficient detail of the "County's needs" pursuant to Section 32-3 of the CSEA/County C.B.A.

Not withstanding the lack of sufficient detail provided by the County regarding said proposed subcontract and pursuant to Section 32-3(b) of the C.B.A., CSEA proposes as an "alternative to satisfy the County's needs", that current or anticipated County employees (who are or would be CSEA bargaining unit members), perform the duties requested in the proposed subcontract. Pursuant to Section 32-3, the County is required to provide notice to CSEA of its needs and in order to propose alternatives we need the following information: Proposed vendor; cost analysis for CSEA members to perform said duties for contracted service, anticipated start date and specific good faith efforts made to avoid the unnecessary assignment of CSEA unit work to said subcontractor.

Further, due to the fact that Class Specifications of the Nassau County Civil Service allow for civil servants and therefore *CSEA Bargaining Unit Employees* to perform said proposed tasks, it is only logical and in "Good Faith" that County employees be allowed to "satisfy the County's needs", thereby avoiding "the unnecessary assignment of CSEA unit work to persons not in the CSEA Unit", (section 32-1 of the C.B.A.).

Our contention, as always, is that this our work and we refuse to accept a lack of staffing as a reason for subcontracting.

Finally, pursuant to Section 32-3, **I am ready, willing and able to meet with you at your earliest convenience to meet and confer with respect to CSEA's proposals.**

Please immediately advise as to your availability.

Thank you for your anticipated cooperation. If you have any questions, please feel free to contact me.

Very Truly Yours,

Richard Dopkin
Vice President
CSEA Local 830

Cc: Jerry Laricchiuta, President, CSEA Local 830
Jason Perkowsky, Unit President
Chris Nicolino, Office of Labor Relations
File

LAURA CURRAN
NASSAU COUNTY EXECUTIVE

NANCY NUNZIATA, LMSW
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD
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November 8, 2019

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel
Assistant to the President
Nassau Local 830 CSEA
400 County Seat Drive
Mineola, New York 11501

Re. – Contract: Berkshire Farm Center & Services for Youth
Preventive Services 2020 (Renewal)

Dear Mr. Tuifel:

DSS is in receipt of your correspondence dated November 8, 2019, concerning the Department's notification of its intent to enter into the above referred to contractual services, pursuant to section 32 of the Collective Bargaining Agreement. In your correspondence, you indicate your willingness to meet with DSS for further discussion.

DSS is available to discuss this topic at your convenience. If you wish to meet to discuss this matter further, please do not hesitate to contact Michael Kanowitz at (516) 227-7452 or Michael.Kanowitz@hhsnassaucountyny.us.

Sincerely,

Michael A. Kanowitz
Quality Management, Research and Planning

cc: Christopher Nicolino-Office of Labor Relations
Jerry Laricchuita, President Local 830 CSEA
Jason Perkowsky, Unit President

ENCLOSURES
13792
148324

Contract ID#: COSS13000013

Department: Social Services

E-161-13

Contract Details

SERVICE Preventive Services

NIFS ID #: CQSS13000013 NIFS Entry Date: 06/28/13 Term: from 09/01/13 to 12/31/14

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☒	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name Berkshire Farm Center & Services for Youth	Vendor ID# 141368125-02
Address 13640 Route 22, South Canaan, NY 12029	Contact Person Timothy Giacchetta Email:tgiacchetta@berkshirefarm.org Phone 518 781-4567 Fax: 631-420-4460

County Department
Department Contact Virginia Webb
Address 60 Charles Lindbergh Blvd
Phone 516 227-7452

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification		DATE Appr'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	☐ ☐	7/8/13		
	OMB	NIFS Approval	☐	7/16/13		Yes ☒ No ☐ Not required if blanket resolution
7/15/13	County Attorney	CA RE & Insurance Verification	☒	7/15/13		
7/15/13	County Attorney	CA Approval as to form	☒	7/16/13		
	Legislative Affairs	Fw'd Original Contract to CA	☐	7/16/13		
	Rules ☐/ Leg. ☐		☐			Yes ☐ No ☐
	County Attorney	NIFS Approval	☐	7/29/13		
	Comptroller	NIFS Approval	☒	8/29/13		8/13/13
	County Executive	Notarization Filed with Clerk of the Leg.	☐ ☐	7/22/13		

PR5254 (8/04)

Contract ID#: COSS13000013

Department: Social Services

Contract Summary

Description Preventive Services
Purpose: We are mandated to provide preventive services to children. Contractor will provide short term intensive home based Preventive Services to Nassau County Families whose child/children are in imminent risk of foster care placement.
Method of Procurement: RFP was issued.
Procurement History: We have been using this vendor for many years.
Description of General Provisions: The contractor will provide case planning services coordinating casework, counseling, and support services for families at risk. The contractor will also provide extensive case management services to the target population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination.
Impact on Funding / Price Analysis: Federal 30% State 45% County 25%
Change in Contract from Prior Procurement: No Change
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	7600
Object:	TT714
Transaction:	CQ

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract	$
County	$ 46,663.08
Federal	$ 55,995.70
State	$ 83,993.55
Capital	$
Other	$
TOTAL	$ 186,652.33

LINE	INDEX/OBJECT CODE	AMOUNT
1	TT714 / SSGEN7600	$ 186,652.33
2		$
3		$
4	J. Amato 7/15/13	$
5		$
6		$
	TOTAL	$ 186,652.33

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name [signature]
Name Michael S Cohen	Name Steven Fabrizio	Date 7/22/13 (For Office Use Only)
Date 8/29/2013	Date 8/29/13	E #:

PR5254 (8/04)

E-IC1-13

RULES RESOLUTION NO 235 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENT OF SOCIAL SERVICES AND BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-29-13
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Berkshire Farm Center & Services for Youth to accept referrals of children and families for preventive services in conformity with the " The Family Connections Program", a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Berkshire Farm Center & Services for Youth

RULES RESOLUTION NO. – 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENT OF SOCIAL SERVICES AND BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

WHEREAS, the County has negotiated a personal services agreement with Berkshire Farm Center & Services for Youth to accept referrals of children and families for preventive services in conformity with the " The Family Connections Program", a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Berkshire Farm Center & Services for Youth

THIS AGREEMENT, dated as of 2/25/13 2013, (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 for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Berkshire Farm Center & Services for Youth, a not-for-profit corporation of the State of New York having its principal office at 13640 RTE 22, Canaan, New York 12029 (the "Contractor").

WITNESSETH:

WHEREAS, the County wishes to retain the Contractor to provide, and the Contractor wishes to provide, the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. The term of this Agreement shall be from September 1, 2013 through December 31, 2014 subject to sooner termination in accordance with this Agreement; provided, however, the Agreement may be renewed under the same terms and conditions, at the discretion of the County, for four (4) additional one (1) year terms.

2. Services. (a) The County, acting for and on behalf of the Department, hereby hires and retains the services of the Contractor to provide preventive services in support of the Nassau County Department of Social Services Children's Services Division (the "Services").

(b) The Department shall at its discretion refer children and families for preventative services to the Contractor in conformity with "The Family Connections Program," which is described in detail in "Appendix A, Scope of Work."

(c) Families referred to the Contractor for Services are those which are at immediate risk of having their children placed in foster care, and those with children in foster care for reunification. Intensive services shall be furnished to those families which are willing to commit to addressing the issues that are placing their children at "imminent risk" of out-of-home placement or issues that are preventing their children from returning to their care. "Imminent risk" is defined as "a child who will enter foster care within seven days unless there is an immediate intervention."

(d) The Contractor is obligated to meet and perform the Services of the program, which are described in detail in Appendix A and which include, but are not limited to:

1. Individualized, trauma-informed, strength-based, culturally sensitive, family-focused treatment.

2. Responding to referrals from the Department within 24 hours of receipt, resulting in diffusion of the crisis in the family and stabilization of the family system.
3. Engaging families quickly to enable them to accept the services offered.
4. Direct treatment including school, home, and community-based interventions.
5. Intervening directly with issues as they develop in order to reduce potentially dangerous situations and defuse the potential for violence.
6. Striving toward the development of better coping skills, parenting skills and the ability to organize and manage more effectively the responsibilities of family life.
7. Increasing the ability of families to use the array of community resources available in Nassau County.
8. Staff is available 24 hours a day, seven days a week, for crisis intervention, consultation by telephone and face-to-face contacts.
9. Working collaboratively with multiple systems in the youth's life, such as family court, law enforcement, school personnel, the youth's family, community agencies, Department caseworkers, etc.
10. Intensive services consisting of small caseloads of up to three families with multiple home visits weekly as well as unlimited collateral contacts to coordinate services.
11. Staff work with families where and when it is most convenient for the family; however, at least half of the contacts will occur in the home.
12. Family Specialist will work flexible hours to accommodate family schedules.
13. Families are active participants in problem resolution and change, rather than passive recipients for services or treatment.
14. A Program Coordinator who is exclusively dedicated to the administration of this Agreement.
15. Aftercare services will be provided to each family for an additional thirty (30) days after discharge.

(e) The Contractor shall screen through the New York State Sex Offender Registry ("Registry") all personnel, who have direct contact with the Department's clients. The Contractor further agrees that no employee listed in the Registry shall be employed under any County contract to provide services directly to Department clients.

(f) The Contractor shall notify the Department of all changes in its staff who are providing Services under this Agreement. This notification shall include, without limitation, changes to the Contractor's executives, directors, and supervisors.

(g) Contractor shall provide Spanish/English bi-lingual staff sufficient in number to provide effective communication and service delivery for Spanish speaking clients.

(h) The Contractor shall submit to the Department the following Program Evaluation: Follow-up studies of families who were served will be done after twelve (12) months. The Contractor agrees to comply with the evaluation guidelines to be provided by the New York State Office of Children & Family Services and to cooperate with the Department in the evaluation.

(i) Performance Standards. The Contractor shall comply with the following performance standards by ensuring that:

(1) Eighty percent (80%) of the families receiving preventive services will remain intact.
(2) Eighty percent (80%) of the youth will improve their situation enough to avoid out of home placement while in the preventive program.
(3) Eighty percent (80%) of the families assessed to have deficits in parenting skills will show an improvement in parenting skills while in the program.
(4) Ninety percent (90%) of the families will have an initial face-to-face meeting with the caseworker within twenty-four (24) hours of referral from the Department
(5) Ninety percent (90%) of the families will have a family visit by the caseworker within one (1) week of referral from the Department.

(j) Reporting. (1) The Contractor shall maintain complete records of all activities in order to document and provide a basis for statistical reporting to the Department on program activities. The reporting system(s), including report formats and frequencies, will be set up in a format approved by Department.

(2) The Contractor shall electronically submit to the Department's Director of Planning and Research/Quality Management and the Director of Preventive Services a monthly report in a format approved by the Department enumerating the following:

i) total number of case referrals received during the month, each case shall be identified by case name and file number, date of referral, date of assessment and date of completion;
ii) total number of youth placed in foster care;
iii) total number of families remaining intact;
iv) total number out of home placements;
v) total number of families assessed to have deficits in parenting skills;
vi) total number of families who received training in parenting skills;
vii) total number of families seen by a caseworker who had a family visit by the caseworker within one week of initial referral; and
viii) other statistical information requested by the Department which is relevant to the program's status and success.

(k) The Contractor agrees that in addition to statistical reporting, the Department may utilize any standard monitoring, auditing, assessment, and evaluation procedures currently in use or instituted by the Department during the term of this Agreement to ensure compliance with this Agreement.

(l) Contractor will develop a plan for a community seminar highlighting the signs and symptoms of child abuse and domestic violence, to be approved by the County and Department and implemented within six (6) months of execution of this Agreement. Contractor must conduct the community seminar at least annually throughout the duration of the term of this Agreement and agrees to provide the County and Department ten (10) day advance notice of the date of every seminar and shall provide to the Commissioner of the Nassau County Department of Social Services verification that such program has been completed.

3. Payment. (a) Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement shall not exceed Seven Hundred Forty Six Thousand Six Hundred Nine and 33/100 Dollars ($746,609.33) (the "Maximum Amount"), to be paid in arrears on a reimbursement basis in accordance with the provisions of this Agreement. The Maximum Amount is to be encumbered as follows: initial encumbrance for Year 2013 One Hundred Eighty Six Thousand Six Hundred Fifty Two and 33/100 Dollars ($186,652.33), subsequent encumbrance for Year 2014 to be encumbered at future date to be determined by the Department Five Hundred Fifty Nine Thousand Nine Hundred Fifty Seven and 00/100 Dollars ($559,957.00). Each encumbrance is subject to all requisite County and other governmental approvals and the availability of funds.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears, on a reimbursement basis (except as set forth below in this Section) 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) includes a statement certified by the Contractor's Executive Director (or substantially equivalent officer) that the services rendered and the payment requested are in accordance with this Agreement, (c) is accompanied by a certified statement of expenses and income for the applicable period, in a form that includes in each expense row the name of the person or entity to whom or which payment was made and the amount of the payment, and states at the bottom of the payment column the aggregate amount of all payments for which reimbursement is claimed, and (d) if requested by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller"), is accompanied by specific documentation supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the Comptroller.

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the Services that are the subject of the claim, and no more frequently than once a month by the tenth (10th) of the month.

(d) Reimbursement by the Contractor Upon Loss of Funding. In addition to any other remedies available to the County, in the event of that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent, as defined in Section 4 below (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

(e) No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County. The Contractor agrees to pursue all possible sources of revenue for the Services to be provided by the Contractor pursuant to this Agreement.

(f) Budget. The amount to be paid to the Contractor for Services shall be in accordance with the line-item budget (the "Budget") Exhibit "B" attached to this Agreement. "Exhibit B" Line-Item Budget annexed hereto, may be amended from time to time, within the Maximum Amount, as required by the Contractor, subject, however, to prior approval of the Department.

(g) Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate: Living Adjustments. The lump sum cost of living adjustments for Foster Care and Preventive Services Agencies offered by the New York State Office of Children and Family Services pursuant to 00- OCFS LCM-30 will be distributed in accordance with said directive subject to continued funding, future modification and/or revocation.

(h) Short Agreement Year. The Maximum Amount and, if applicable, Budget, are based upon a full 365 day calendar year. The Maximum Amount and amount payable with respect to any Budget shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.

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 governments 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, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its Certification of Compliance, attached 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.

(d) Protection of Client Information. The Contractor shall, and shall cause Contractor agents to, safeguard the confidentiality of all information received or generated in connection with this Agreement relating to individuals who may receive Services, and shall maintain the confidentiality of all such information. The Contractor further agrees to implement such procedures for safeguarding Client Information as the Department shall require, including, but not limited to, compliance with Social Services Law Section 136 and 18 NYCRR 357, as amended.

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 taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding.

(d) The provisions of this Section shall survive the termination of this Agreement.

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 for professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor

shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of the insurance policies required by this Agreement, or certificates of insurance evidencing such coverage, shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement policies, certificates of insurance, and/or amendatory endorsements. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain (i) Workers' Compensation Insurance shall render this contract void and of no effect and (ii) the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10 Assignment; Amendment; Waiver; Subcontracting. (a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment or other disposal without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

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" immediately upon the receipt by the Contractor of written notice of termination from the County, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with the other provisions of this Agreement expressly addressing termination, if any.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for Services.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Commissioner of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this

subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, assist the County in transitioning the Contractor's responsibilities and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement). The provisions of this subsection shall survive the termination of this Agreement.

(d) Accounting upon Termination. (i) Within thirty (30) days of the termination of this Agreement the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

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" and Circular A-133 "Exhibit B" annexed hereto. Such Records shall at all times be available for audit and inspection by the County Comptroller or his or her duly designated representative (the "Comptroller"), the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Inventory. (a) Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "Equipment") shall vest in the County and the Equipment shall not be disposed of without the prior written approval of the County.

(b) 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, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental

authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.

(c) Within thirty (30) days of the termination of this Agreement, the Contractor shall file with the Department and the Comptroller a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.

(d) The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents sent or delivered to the Applicable DCE under this Section to each of (i) the Department and (ii) the County Attorney, at the address specified above for the County, on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by litigation before a court of competent jurisdiction located in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof. The provisions of this Section shall survive the termination of this Agreement.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. 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 and other governmental approvals have been obtained, including, if required, approval by

the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

By: _____
Name: Timothy Giacchetta
Title: CEO
Date: 6/25/13

NASSAU COUNTY

By: _____ Richard R. Walker
Chief Deputy County Executive
Name: _____
Title: ~~County Executive~~

☐ ~~Deputy County Executive~~

Date: 9/6/13

PLEASE EXECUTE IN BLUE INK

112286

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 6 day of September in the year 2013 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 a County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC Concetta A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE5253026
Qualified in Nassau County
Commission Expires April 02, 2016

STATE OF NEW YORK)
Columbia)ss.:
COUNTY OF ~~NASSAU~~)

On the 26th day of June in the year 2013 before me personally came Timothy Giacchetta to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Columbia; that he or she is the CEO of Berkshire Farm Center, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC
Deanna Harrington

Deanna Harrington
Notary Public, State of New York
No. 01HA6196268
Qualified in Rensselaer County
Commission Expires Nov. 10, 2016

Appendix A
SCOPE OF WORK
Program Description and Staffing

Berkshire Farm Center and Services for Youth
The Family Connections Program
An Evidenced Informed Intensive Preventive Service

a. **Service Summary**

The Family Connections Program is a trauma informed, intensive home, community and school based program designed to address Nassau County's need for Preventive services for youth and families at imminent risk of out-of-home placement. Family Connections provides an array of services to help strengthen family functioning so youth can remain safely in their homes and communities. The target population for the Family Connections Program is children and families identified by the Nassau Department of Social Service who are involved with the Child Welfare System, families that are at immediate risk of having their children placed in foster care, and those with children in foster care for reunification. Services include intake and comprehensive assessments, crisis intervention, individual and family counseling, linkages to community resources, and instruction/assistance in interpersonal, parenting, problem solving and decision making skills. These services are provided by Family Specialists who work with a maximum of four families at a time. This level of intensity allows staff to meet with families multiple times each week, often during non-business hours to accommodate work and school schedules, to ensure that services address the strengths and needs of each family member and to be available to respond to families when they need assistance 24 hours a day, seven days a week.

The goals of the Family Connections Program are to avoid the need for children to be placed out of the home or to facilitate reunification of children and families as children return home from foster care. Outcomes for the program include rapid engagement of and service delivery to families, reduction in the number of children needing to be removed from their homes to enter out-of-home placement, and an improvement in parenting skills.

Berkshire Farm Center and Services for Youth (Berkshire) has been providing Family Connections to the children and families of Nassau County for two decades. In that time, Berkshire and Nassau County have developed a strong, effective partnership, tailoring the program to address the specific needs of the County and its children and families. As a result, the program has become a vital and prominent resource for youth and families in need of prevention services. Because of the success of Family Connections, hundreds of children have averted the need for out-of-home placement, and families have developed the skills to live and thrive as independent and productive members of their communities throughout the County.

b. **Proposed Service**

Program Overview

The Family Connections Program, a trauma-informed, intensive home, community and school based program, is based on the Homebuilders Model of service delivery, which was developed by the Behavioral Sciences Institute of Tacoma, Washington in 1974. This model formed the basis for family preservation programs in many states. Homebuilders' primary goal is to avoid the unnecessary placement of children outside of their homes; since its inception, it has been evaluated both formally and informally and has shown repeated positive outcomes for placement prevention and child and family functioning. The program is designed to diffuse the immediate crisis and teach family members the skills they need to live together safely. This is the foundation for Family Connections.

The Family Connections Program is built on the promotion and support of frequent and positive parent-child interactions. Based on Berkshire's years of experience providing this service, the agency has determined that the most effective strategy is to provide frequent, multiple face-to-face home visits weekly and unlimited collateral contacts for each family. The focus of these contacts is to foster the parent-child relationship in order to avoid out-of-home placement or to stabilize the family upon a child's return from foster care. Family Connections is centered on finding the strengths of each child and family member from which to build the foundation for enhanced growth and development of positive family interactions, thus avoiding out-of-home placements.

The primary consideration of the program is the safety of all family members. The major domains of life for youth include physical and mental health, family relationships, peer relationships, community relationships, education, occupational readiness and leisure/recreation. Any or all of these domains can create conflict and ultimately unsafe situations for the youth and/or families. Therefore, the *end state* for Family Connections is:

- Families will learn to prevent crises and to handle crises that do occur in a productive and safe manner, so that youth at imminent risk of placement can remain in their homes.
- Families and youth in crisis will be supported and be taught problems resolutions that encourage family unity.
- Parents/caregivers will learn skills to better parent and support their youth.
- Families will demonstrate the ability to advocate for their own basic needs and identify the array of community services available to them.

Family Connections is a short-term program. However, due to the nature and extent of problems being experienced by families served by the program, some families may need ongoing services to continue and reinforce the changes begun while in the Family Connections Program. Once the families are stabilized, program staff will link the family with appropriate community resources. It is expected that the trusting relationship established with the Family Specialists will enable families to build positive relationships with other service providers in the community, enabling them to use and benefit from community-based services while preventing the need for more costly out-of-home placement.

The Family Connections Program is founded on best practice principles:

- *Individualized, strength based, client centered family focused program design*: Family Connections is designed to empower youth and families in the program and in their lives, and families are considered 'partners' in all aspects of service delivery.
- *Cultural competence*: Berkshire is committed to ensuring cultural competence, and has developed programs to be culturally sensitive to the needs of youth, families and their communities.
- *Focus on safety, permanency planning and well-being*: All services provided by Family Specialists are designed to ensure safety and stable, permanent home environments for youth and families.
- *Specific strategies to work with persons experiencing issues related to child welfare, juvenile justice, mental health and/or substance abuse*: Throughout Berkshire's long and distinguished history of working with the population served by Family Connections to assist them with challenges that span a wide array of systems, programming has been developed and refined to address the complex and often multi-system needs of this population and their families.
- *Strategies that are trauma informed*: Berkshire has implemented the Sanctuary Model®, a trauma-informed, evidence-supported, whole culture approach designed to create or change an organizational culture. Sanctuary's objective is to improve the organization's ability to more effectively facilitate healing from psychological and social traumatic experiences and extended exposure to adversity. It promotes the development of structures, processes, and behaviors on the part of staff, clients and even the community at large. This model is being infused into all programming agency wide.
- *Strategies that promote positive youth development*: The Family Connections Program, either directly or through linkages to community based resources, provides opportunities for youth to enhance their interests, skills, and abilities to help them succeed at home, in school and in the community. These opportunities help pave the way for youth to make the transition to adulthood as productive and healthy members of their community.
- *Linkages to natural community supports*: One of the cornerstones of the Family Connections Program is to facilitate the linking of youth and families to supports in their community that they can access once their participation in the program ends. The goal of this is to promote independent, appropriate family functioning that will avert the need for out-of-home placement.
- *Working knowledge of theory and practice in child welfare, juvenile justice, children's mental health, youth services, and compliance with all rules and regulations*: Berkshire has a strong, experienced staff that has considerable expertise in the areas of child welfare, juvenile justice, mental health and youth services. Furthermore, Berkshire has developed strong relationships with local departments of social services, probation, mental health and youth services, and is a state leader in providing preventive programming. Because of Berkshire's statewide network of programming and extensive experience, Family Connections staff will have full access to this wealth of knowledge and expertise.

All Berkshire Farm programs operate in compliance with local, State and Federal rules and regulations.

Target Population: The target population for the Family Connections Program will be identified by the Nassau County Department of Social Services (NCDSS) as children and families being involved with the Child Welfare System, families that are at immediate risk of having their children placed in foster care, and those with children in foster care for reunification. The program is intended to provide intensive services to those families that are willing to commit to addressing the issues that are placing their children at imminent risk of out-of-home placement or issues that are preventing their children from returning to their care. Imminent risk is defined as "a child who will enter foster care within seven days unless there is an immediate intervention."

The Family Connections Program, as with all Berkshire Prevention programs, operates from its No Reject Policy. Every child and family will be given the opportunity to voluntarily receive services that will enable the youth to remain safely and successfully in their homes and communities.

Scope of Services

The Family Connections Program is an intensive, short-term, crisis response program that emphasizes the development of resiliency and skills that help children and their families or caregivers live safely, independently and productively within their homes and communities. The program has the following services and characteristics in order to achieve the outcome of preventing children from entering the foster care system or helping them reunify with families safely and successfully in a timely fashion:

- **Referrals:** Referrals will be accepted from the Nassau County Department of Social Services during business hours, Monday through Friday. The referrals will be responded to within 24 business hours by the Family Specialist, who will rapidly engage the family and explain the program, conduct an assessment, and determine the family's interest in and/or appropriateness for participation in the program. Over the last 30 years in Nassau County, at least 90% of referrals received by Berkshire's current Family Connections Program have been responded to the same day as receiving the referral for intake and assessment in recognition of the importance of rapid engagement for this high-need, high-risk population.

- **Crisis Intervention:** Family Specialists will respond to families immediately during times of crisis, no matter the day or time, and the Program Coordinator will be available for assistance and support. Each Family Specialist uses the energy of the crisis to move the family through and mediate the crisis. Through this process, families learn to use skills that will help them avoid crises, or respond more appropriately, in the future.

  After stabilizing the crisis, the Family Specialist uses various techniques to assist the family with problem resolution, developing new behavior management skills to ease family conflicts, and with negotiating positive changes. To reinforce skills, the Family Specialist participates with the family in activities, including household chores, family discussion, communication exercises, problem solving, and activities using community resources. The

ultimate goal is to empower the family to live safely, avoid or minimize risk and/or crisis situations, and function effectively and independently.

- **Case Load Size:** Family Connections' Family Specialists will serve up to 4 youth and their families daily, with multiple home visits weekly as well as unlimited collateral contacts to coordinate services. While working with these youth and their families, the Family Specialists will also provide services to other youth within the family in an effort to avoid any or all youth from being removed from the home; therefore, the program serves the entire family and does not specifically target one youth. The Family Connections Program will provide services to a minimum of 96 families during the program year.

- **Length of Service:** The family will generally receive intensive services for 6 weeks with an option to extend up to 8 weeks. The short term, intensive nature of the Family Connections Program is significant, not only because it has proven to be highly effective, but also because it keeps the staff and family energized and motivated, helps families stay focused on immediate and specific goals to resolve the presenting crisis, and enables staff to teach whatever skills are needed to enable the family to live safely without intensive outside intervention.

- **Hours of Service:** Each Family Specialist works a flexible schedule to be available to respond to referrals and to accommodate all families' schedules and time constraints. This will include early mornings, evenings, weekends and holidays. The program operates under an immediate crisis response 24 hours a day, seven days a week, for program participants, which entails each Family Specialist being on-call for their individual caseload. The Program Coordinator is also available for assistance and supervision regardless of day or time. Each family will have cell phone numbers to contact either the Family Specialist or Coordinator in the event of a crisis situation.

- **Aftercare Services:** Families will be offered 30 days of aftercare at the County's request, *at no cost to the county,* consisting of one contact per week to ensure families are following through with community linkages and to provide support and assistance as needed.

- **Rapid Family Engagement:** The Family Connections Program utilizes a combination of models of treatment to rapidly engage the youth and families. Each Family Specialist will work intensively with youth and families by embracing Berkshire's "do whatever it takes" philosophy. Historically, this means utilizing basic counseling skills that are internalized within each Family Specialist. The strategies involved in rapid engagement involve a worker that displays empathy, understanding and foremost a non-judgmental attitude. This demeanor is a necessary condition for the family to respond to services and treatment.

  Functionally, this translates into unlimited phone contacts, face-to-face contacts, immediate crisis response, transportation, and any/all needed interventions with youth and families as well as aftercare services. Specifically, Family Connections staff will go out to the home the same day of receiving the referral. While meeting with the youth and family, the Family Specialist will explain the scope of the program and have all necessary program releases signed. Prior to ending the first visit, the next return visit will be scheduled and all

emergency numbers will be given to the family (i.e. Family Specialist and Program Coordinator contact information).

- **Family Assessment:** Once the family has completed the Service Agreement, Initial Intake and Safety Assessment, the Family Specialist will begin the full assessment process. This process is strength based and family focused, and serves as the basis for the development and implementation of treatment plans for each family. The assessment process will be completed within the first seven (7) to 30 days of services, and includes:
  - *Berkshire Home Safety Assessment*: is a comprehensive assessment completed at the initial visit which identifies safety/risk factors and develops a plan to address them immediately. This is completed by the Family Specialist with youth and families within 24 hours of intake, at 30 days and again at discharge.
  - *Basic Needs Assessment:* is completed by Family Specialist with parent(s) within 48 hours of intake and again at discharge to document how the family is meeting the youth's basic needs, and helps guide planning to meet unmet needs. Areas covered include safety and risk factors, food, housing, clothing, medical/dental, educational and day care if needed.
  - *Berkshire Assessment*: to be completed within the first seven days of service to assess and identify areas of need to determine subsequent short and long term intervention strategies. Areas covered include: prior trauma, legal/law enforcement, medical, mental health/psychiatric, family, school, behavioral issues including aggression and/or domestic violence, and substance abuse.
  - *Parenting Assessment*: is completed by Family Specialist with parent(s) within 48 hours of intake and again at discharge to assess parenting communication and skills, to develop a plan to address needs or challenges identified in the assessment, to assess progress made during program participation, and to identify areas where further support and/or instruction will benefit family functioning.
  - *Psychosocial Assessment of the Youth and Family*: completed by the Family Specialist within 30 days of intake. This assessment collects information regarding the family's perception of the problem(s), family strengths and needs, and a diagnostic assessment of the youth and family's level of functioning.
  - *Ansell Casey Life Skills Assessment*: conducted with youth ages 14-21 to identify strengths and needs in preparing them to make the transition to the community and adulthood. Topics covered in the assessment include career planning, communication, work and study skills, daily living, housing & money management, home life, self-care, and social relationships. All of the needs revealed through the assessment will be incorporated into the treatment plan for direct and/or referred services.
  - *Please see attached assessments*

- **Treatment Planning Process:** The comprehensive assessment and treatment provided by the program is multi-systemic and strength-based, focused on targeting the skills and behaviors necessary for youth to develop positive decision making skills and social

connections and for parents to learn skills to improve family functioning and maintain safe households. An Initial Safety Treatment Plan is developed through a collaborative effort with the youth, family, Family Specialist, community service providers, school personnel, and the Department. The plan enumerates youth and family issues, establishes goals and outcomes to achieve them, itemizes tasks or activities to be completed by each team member, and identifies strengths and resources of the youth and family to be utilized to achieve success.

On at least a weekly basis, the Family Specialist evaluates the progress made and continuing needs with the family. Barriers to achieving outcomes and relevancy of goals are also evaluated. This immediate, ongoing and intensive response to their needs is very effective in engaging the participation of the families. From this base of trust built, the program is then able to move on to the broader set of challenges facing the families.

Thirty days after opening, the Initial Conference Safety Meeting with NCDSS and Berkshire Staff takes place. The Initial Conference Safety Summary is reviewed and the case is discussed for progress, barriers, current functioning and needs, and length of service. Depending on the determination of length of service, at six or eight weeks, the Final Conference Safety Meeting is conducted with NCDSS, Berkshire Staff and transferring agency if additional General Preventive Services are warranted. The Final Conference Safety Summary is reviewed and discussed for progress, barriers and recommended additional services. *Please see attached Initial Treatment Safety Plan, Weekly and Final Goal Review Sheet, and Initial and Final Conference Safety Summary.*

- **Therapeutic/Clinical Services:** The Family Specialist will do "whatever it takes" to address home, community and school related issues that are impacting functionality. This translates into strategies that are individualized and flexible based on the needs of each family; these are solution focused and address interpersonal (individual) and/or systemic (family, peers, school, community) factors. Interventions can occur in a number of different domains depending on the needs of the family (family, peer, school, community) and draw from a number of treatment strategies that include but are not limited to cognitive behavioral, crisis intervention, parent training and family skills building (e.g., advocacy, developing and maintaining community support), group counseling and support groups. Through the treatment process, barriers (such as poor parenting skills, mental health issues, fear of the school environment, peer pressure) that are causing issues for the family are identified, addressed, and resolved, directly or through community linkages, prior to discharge from the program. In the event additional, appropriate clinical services are deemed necessary, Berkshire staff will work closely with NCDSS to refer.

  The Family Specialist will provide services that are individualized, family and community centered, flexible, culturally competent, cost-effective, and provided within established time frames. The Family Specialist will work closely with NCDSS to assure that services are being delivered and performance targets are being met.

- **Family Team Meetings:** Family Team Meetings are a family-led decision-making process that brings together individuals concerned with the safety, permanency and well-being of the children to make the best possible plans and decisions. These meeting will take place determined on the family's individual needs.

- **Counseling:** Since the goal of the program is to help youth and families live successfully and safely in their homes and communities, a major element of the program will be the provision of individual and family counseling. Counseling will focus on helping youth and families address the issues that led to crisis at home, school and/or the community, and more importantly, on helping participants develop the skills, knowledge and resources necessary to achieve outcomes and live safely and independently in the community.

- **Case Documentation:** Each Family Specialist will provide all the necessary case documentation, utilizing the New York State's Connections System as well as all required NCDSS documentation and Berkshire's clinical case management paperwork. All Berkshire services are currently standardized upon a comprehensive case management policy. This comprehensive case management policy has been updated to reflect the changes required with Connections and adheres to all Administrative Directives published by the New York State Office of Children and Family Services, as well as best practice standards set by The Council of Accreditation (COA). Berkshire's Information Technology Department ensures that all programs and program staff are able to fully utilize all electronic data systems. Progress notes will be entered within five business days of event and within two days of opening in Connections.

- **Interpreter Services:** Because family participation is so critical to goal development and treatment planning, ensuring their ability to communicate effectively during all meetings and contacts is essential. Each Family Specialist will provide assistance to parents and families in communicating with all service providers regarding issues or concerns that would affect the family's stability within the community. This will include providing interpreter services that will encompass vision or hearing impairments, as well as linguistic challenges, that interfere with communication. Since at least two program staff will be Spanish-speaking, most linguistic needs will be addressed internally, and Family Specialists will work with families to access interpreters for other language needs. Berkshire's Long Island programs, including the VISION Program, utilize the services of Sally J. Maldonado, American Sign Language Interpreter, PO Box 146, Huntington Station, NY 11746, 631-312-7245.

- **Stand-By Guardian:** Each Family Specialist will work with a family to identify an agreeable stand-by guardian for each youth in the family in case of a family crisis or emergency or in the event a family needs a "break" from one another to effectively work on treatment plans.

- **Respite Services:** The Family Connections Program will work closely with NCDSS to evaluate the need for respite on an as needed basis. In addition to situations where a family needs a "break" from one another, respite may also be used when parents do not have child care, or in cases where children are at imminent risk of placement in order to ensure their safety while that issue is addressed and resolved. Berkshire has certified foster homes that can be utilized for respite services and Family Connections staff will help coordinate those services. The Respite Rate is not included in the budget.

- **Referral Services/Community Linkages:** The Family Specialists will ensure that all family members are linked to needed services and resources based on needs identified through the intake and assessment process, or during ongoing participation in the program. The Family Specialist will facilitate linkages to the appropriate community based service provider and provide/arrange for transportation as needed. Berkshire has established working relationships with and will reach out to the following:
  - Mental Health Services
    - Freeport Pride
    - Hispanic Counseling Services
    - Central Nassau Guidance and Counseling Services
    - Peninsula Counseling Center
  - Substance Abuse Services
    - Tempo
    - Family Recovery Center Alcoholism Outpatient Clinic
    - Alcoholics Anonymous, Narcotics Anonymous
    - Al-Anon/Alateen
  - Domestic Violence Services
    - Nassau County Coalition Against Domestic Violence
    - Coalition Against Child Abuse and Neglect
  - Educational and Vocational Services
    - BOCES
    - Long Island Advocacy Center
    - Long Island Beauty School
    - EOC
  - Food Assistance
    - Catholic Charities
    - Nutrition Network
    - Meals on Wheels
    - Pantry on Wheels
  - Health Services
    - Long Island Association for AIDS Care
    - Nassau County Department of Health
    - S.N.A.P. Long Island
  - Housing Assistance
    - Family and Children's Services
    - Long Island Fair Housing

- **Identification of Community Based Resources:** In addition to identified needed support services, Family Specialists will help youth and families identify recreational and leisure activities, facilities and groups to access during and after program services end. This is of particular importance in order to connect youth with positive activities during non-school and work hours, so unsupervised time is minimized. Family activities will also be explored and encouraged. Possible resources will include:
  - Big Brothers Big Sisters of Long Island

- Cornell Cooperative Extension of Nassau County
- Boy Scouts/Girl Scouts
- Art League of Long Island
- Local libraries in each Community
- Local Museums throughout the County
- Performing Arts Groups throughout the County – music, dance and theater
- Nassau County Parks

- **Transportation:** With Berkshire Prevention Programs, all transportation needs will be immediately addressed through the Family Specialist until formal services are put in place. This will include ensuring that youth get to school on time and that youth and families are present for all appointments, activities and Family Court appearances.

- **Safety:** A primary consideration for Berkshire staff is the safety of all family members. The major domains of life for youth include physical and mental health, family relationships, peer relationships, community relationships, education, occupational readiness and leisure/recreation. Any or all of these domains can create conflict and ultimately unsafe situations for the youth and/or families. Therefore, the Family Connections Program will help families learn to handle life stressors in certain domain areas in a productive and safe manner so that youth receive the instruction and support they need.

- **Parenting Skills:** Family Specialists will provide support and education to parents to help them learn the skills necessary to keep their children safe in the home. This will happen during individual and family sessions, using age-appropriate skill-building, role playing and direct instruction.

- **Parent Aide Services:** Depending on results of assessments, the Family Specialist will work with parents, assisting them with needed concrete instruction/support. Areas that parents may need assistance with may include: setting rules, rewards and consequences, appropriate discipline, infant care, potty training, transportation for shopping or laundry, developing morning and evening routines with children, and household organization.

- **Social and Interpersonal Skills Building:** During individual sessions with the youth and family, each Family Specialist utilizes Albert Bandura's Social Learning Theory, which stresses the importance of observational learning. Using this theoretical framework, interpersonal and daily living skills are demonstrated consistently by the Family Specialist through role modeling and interacting whenever in contact with the family.

- **Independent Skill Building:** For youth ages 14 and older, independent living skills programming will be available. Starting with the Ansell Casey Life Skills Assessment to determine areas of strengths and needs, individual and group instruction will be held to teach and rehearse skills as youth prepare for their futures at home and in the community. Needs identified in the Ansell Casey will also serve as a guide for linkages to community resources in areas such as vocational training and career planning.

- **Basic Skills Development**: Basic skills development will be taught and nurtured through advocacy, support, instruction, and other activities. Through these techniques, the Family Specialist will assist the parent(s) in developing crucial life skills such as age-appropriate parenting, meal planning and preparation, developing and adhering to budgets, learning to appropriately advocate for services (academic, medical, mental health, etc.) and navigating the social services system. Other skills include helping parents apply for and maintain long term benefits such as food stamps, SSI, subsidized child care, medical insurance assistance and subsidized housing, and identifying and visiting food pantries and thrift stores. As appropriate, families will be connected with community resources to ensure they are able to always meet basic needs. Food pantries, churches and thrift stores in each community will be utilized.
- **Problem Solving/Decision Making Activities**: During visits with families, Family Specialists will devote time to helping family members develop effective problem solving and decision-making skills in order to more effectively manage crises and problem situations in the future. This is an important aspect of services and will be a focal point of all home visits with both the youth and family members.

- **Educational Support and Advocacy**: When academic issues are identified in assessments or during discussions with school administrators and staff, appropriate goals and strategies to achieve them will become part of the treatment plan. Berkshire has a long history of reducing truancy and the risk of school failure, and the strategies developed through this experience will be used in Family Connections. The Family Specialist will also provide parents with assistance and support to advocate for their youth's needs, and provide youth with skills and services to succeed in school. Family Specialists will also help families identify appropriate after school programs that enhance performance and behavior and provide constructive use of leisure time.

- **Tutoring**: Tutoring services will be offered to each family member on an as needed basis. Possible resources will include local colleges such as the Hofstra and the State University of New York at Farmingdale. Any academic needs will be immediately addressed through the Family Specialist until formal services are put in place.

- **Developmentally and Age-Appropriate Programming**: Youth and families in the Family Connections Program will be offered programming that is appropriate for their ages and developmental levels.

- **Flexible Emergency Fund**: The Flexible Emergency Fund is money needed/used to help families with items and situations that are beyond the "normal" scope of program services. Examples of uses for this fund may include purchasing provisions needed to ensure the family's basic needs are met, appropriate school clothes for a child who lacks this or paying for an American Sign Language interpreter for a parent who is hearing impaired.

In summary, the core features of the program include, but are not limited to:

16. Individualized, trauma-informed, strength-based, culturally sensitive, family-focused treatment.

17. Responding to referrals from the Department within 24 hours of receipt, resulting in diffusion of the crisis in the family and stabilization of the family system.
18. Engaging families quickly to enable them to accept the services offered.
19. Direct treatment including school, home, and community-based interventions.
20. Intervening directly with issues as they develop in order to reduce potentially dangerous situations and defuse the potential for violence.
21. Striving toward the development of better coping skills, parenting skills and the ability to organize and manage more effectively the responsibilities of family life.
22. Increasing the ability of families to use the array of community resources available in Nassau County.
23. Staff is available 24 hours a day, seven days a week, for crisis intervention, consultation by telephone and face-to-face contacts.
24. Working collaboratively with multiple systems in the youth's life, such as family court, law enforcement, school personnel, the youth's family, community agencies, NCDSS caseworkers, etc.
25. Intensive services consisting of small caseloads of up to 4 families with multiple home visits weekly as well as unlimited collateral contacts to coordinate services.
26. Staff work with families where and when it is most convenient for the family; however, at least half of the contacts will occur in the home.
27. Family Specialist will work flexible hours to accommodate family schedules.
28. Families are active participants in problem resolution and change, rather than passive recipients for services or treatment.
29. Aftercare services will be provided to each family for an additional 30 days after discharge.

Staffing Pattern:
There will be six (6) Family Specialists in the Family Connections Program and each will maintain a caseload of up to four (4) families at a given time. The staff positions directly involved in the Family Connections Program are indicated in the following chart:

Title	FTE	Education/Experience
Assistant Director of Prevention	.21	MSW or Human Services equivalent with four years' experience working with youth and families and a minimum of two years of supervisory experience.
Program Coordinator	1	MSW or Human Services equivalent with two years of experience working with youth and families and a minimum of one year of supervisory experience.
Family Specialist	6	MSW or Human Services equivalent preferred, or Bachelor's degree required with a minimum of two years' experience in the human services field.
Secretary	.36	High School diploma or GED, plus two years of secretarial experience.

Staff Responsibilities:
The Program Coordinator will assist in recruiting, screening, and hiring of staff, and keep the Assistant Director of Prevention up to date on the progress, as well as any issues pertaining to a

specific family and/or the program. The Program Coordinator is also available 24/7 to provide support and guidance to Family Specialists. The Program Coordinator will be responsible for writing all monthly, quarterly and annual program and fiscal reports, and will serve as program liaison with all county and community providers. There will always be a staff member designated to cover the responsibilities of the Program Coordinator in the event of her absence.

The Family Specialist will provide all program services for youth and families, provide or arrange for any outside clinical needs for the youth and families, monitor all aspects of the daily functioning of the program, meet regularly with local services providers, assist in the coordination of educational needs, provide necessary transportation, and other duties as assigned. They will participate in the development and implementation of treatment plans; develop and maintain productive working relationships with schools, community agencies, and organizations. Each will work with up to four families on a daily basis and be available to the families 24/7.

The Program Secretary will provide administrative support to the program. This will include preparing reports and maintaining case records.

The Assistant Director of Prevention will oversee the efficiency and effectiveness of the program, provide clinical expertise in difficult cases, and keep in close contact with personnel from the Department. The Assistant Director is supervised by and works closely with the Director of Prevention; they serve as liaisons to Berkshire's Executive Council and Leadership Team.

Staffing Requirements

The Families Together Program will have a Program Coordinator, six (6) Family Specialists and one (1) Program Secretary. Berkshire intends to employ staff with the following characteristics:

- Representative of and sensitive to the community served, in terms of culture and language. This will include at least 1-2 direct service staff members who are bilingual in English and Spanish to ensure appropriate services to the large Hispanic population in the community.
- Appreciative and respectful of the cultural diversity, values and traditions of the youth and families served as well as the community as a whole.
- Experienced in crisis intervention, response and stabilization techniques.
- Knowledgeable about and skilled in engagement of youth and families.
- Experienced in working with families of youth at risk of involvement or currently involved in the juvenile justice system.
- Possessing a thorough understanding of adolescent development.
- Proficient in working with a range of families and youth with multiple and diverse needs.
- Experienced in a variety of concepts and practices regarding individual and family treatment, domestic violence issues, mental health and substance abuse assessment and treatment.
- Comfortable with and able to reach out to and develop relationships with community based service providers.

Berkshire's Supervisory Philosophy

Berkshire ensures that all staff, regardless of department, program or position, receives regular supervision. For direct care staff such as Family Specialists, supervision occurs on a weekly/bi-

weekly basis for at least one hour. The philosophy behind the supervisory process is "Supervision For Success." This model is punctuated by the premise that all employees want to succeed in their job, and it is the supervisor's responsibility to provide them with the tools, knowledge and resources so they can succeed. Starting with recognizing strengths and accomplishments, the model empowers employees to take responsibility for their actions and strive to enhance performance.

For Family Connections, the Program Coordinator will provide clinical and administrative supervision to the Family Specialists, as well as administrative supervision to the Program Secretary. The Program Coordinator will receive clinical and administrative supervision from the Assistant Director of Prevention.

Recruitment

- With the existing Family Connections Program in place there will be no delay in startup for the 2013 year. Any additional recruitment of program staff will be initiated by Berkshire and will include the placing of advertisements in local newspapers and penny savers, information on Berkshire's website, distribution of flyers, placing of newspaper articles about the program, speaking to local business and civic groups, and meeting with community groups and members.
- Candidates will be interviewed by Berkshire's staff as well as representatives from the Nassau County Department of Social Services. The process will include an initial interview, followed by a second interview for final candidates.
- Candidates will be cleared by the New York State Child Abuse Registry, and undergo criminal background checks. References and past employment will be checked as part of the recruitment and hiring process.

Training

Berkshire is committed to providing staff with trainings that optimize their performance and understanding of program services. Berkshire's philosophy is that its training and staff development programs meet and exceed all regulatory and accreditation requirements for training. Trainings are designed to provide staff with a broad understanding of the needs of youth and families with the goal of empowering them to reach their highest potential. Trainings emphasize the concept of partnership in working with children, families, communities and collateral agencies. In addition, staff is educated in policies, procedures and guidelines to assure they are prepared to exercise the responsibilities of their positions. Topics for training include but are not limited to:

- History of Berkshire, and its mission and values
- Agency Policies including: Discrimination/Harassment, HIPAA/Confidentiality and Media Relations
- Incident reporting and Casework documentation
- Professionalism and boundaries
- Safety and emergency procedures
- Therapeutic Crisis Intervention – 3 day training focused on therapeutic de-escalation techniques

- Court Proceedings
- Culturally Competent Care
- Worker safety in the field
- Team building
- Trauma Informed care/Sanctuary Model training
- Clinical training
  - Child, adolescent and adult development
  - Adventure Based Counseling Model
  - Learning Theory
  - Maslow's hierarchy of needs
  - Common mental health diagnoses and issues
  - Suicide prevention
  - Intake process and treatment planning
  - Solution Focused Therapy
  - Structural Family Therapy
  - Trauma Focused Cognitive Behavioral Treatment
  - Functional Behavioral Assessment

The initial training will take approximately one week and include the following: youth development and human behavior, HIV/Universal Precautions, how to work with a child who has ADHD, crisis intervention, the community, and how to be an effective team member. Program staff will also receive formal training at least quarterly on topics such as how to handle a crisis, work effectively with oppositional behaviors, handle loss, and other trainings identified by staff. Attendance at regional and statewide training sessions will be encouraged and team members will be included in all pertinent workshops/training sessions sponsored by Berkshire.

Training also occurs in a less formal, but extremely valuable manner in the form of peer mentoring. Family Connections Program staff, as part of Berkshire's Prevention Program Department, is part of the team of staff currently providing Prevention Services to children and families. Prevention staff is available to one another to offer assistance and answer questions regarding working with this population and working in collaboration with the County and its communities. In addition, the statewide Director of Prevention, Assistant Directors, other Program Coordinators and experienced community based staff members will be available to offer expertise and assistance.

As indicated earlier in this proposal, Berkshire pays close attention to ensuring that staff is reflective of and/or knowledgeable about the languages and cultures within the communities to be served. This starts with hiring staff from the community whenever possible and then providing them with thorough training on the characteristics of the target population and community. This is stressed at all times during program operations and includes ongoing training when appropriate.

All Family Specialists providing preventive services will successfully complete the appropriate OCFS CORE Training Program. All staff training services will be an in-kind contribution.

Effectiveness of Program

The success of Berkshire's preventive services over the past 30+ years has been based on five key beliefs/values:

1. Placement is not an option. We will continue to work day and night with the youth and families no matter the resistance or issues at hand. The only cause for removal is for safety reasons due to the level of risk for harm to self and/or others.
2. Prevention services must occur in the home. Only within the home environment will the Family Specialist truly learn the family dynamics and real issues. It is also the only way to successfully engage the family members.
3. Prevention Family Specialists must have a **passion** for the job. It is not only about their past professional experiences and education (degrees), it is much more about a commitment to do whatever it takes to truly make a difference.
4. Prevention Family Specialists must be able to "roll up their sleeves" and directly provide the needed services/treatment. This is not a case manager position. Although the Family Specialist will help locate needed community resources (i.e. substance abuse, mental health, medical, housing, etc.), their focus is direct care to the youth and families.
5. Although usually there is an identified youth needing services, Berkshire's Family Specialists will always work with the entire family. Resolutions to issues usually include the involvement of various family members – not just the identified youth or a parent.

Berkshire has been providing Prevention services for over three decades in counties around New York State including Suffolk, Nassau, Bronx, Schenectady, Albany, Schoharie, Orange, Saratoga, Columbia, Montgomery, Niagara and many more. In that time, the agency has developed and refined programming to become a leader in community-based prevention service provision. As a result of the quality of programs, 19 counties currently have contracts with Berkshire for Prevention services. Below are recent statistics that demonstrate the extent of that success:

- 100% of children and families had access to their Family Specialists or Program Coordinator twenty-four hours a day, seven days a week.
- 98% of children remained safely in their homes, avoiding placement.
- 97% of parents increased their involvement in school and community-based activities and services.
- 90% of children improved their attendance and/or reduced their tardiness in school.
- 97 % of children avoided the filing of a PINS petition during the program year.
- 95% of children remained successful in their home and communities.

For the Family Connections Programs in Nassau County, the following outcomes were achieved in 2011:

- Family Specialists provided individual and family counseling in the school and home setting for ninety seven (97) or one hundred percent (100%) of the families and their children in the program.

- Two hundred thirty-three (233) or ninety-six percent (96%) of children served in 2011 averted out-of home placement while in the program.
- Child care services were secured for twenty-one (21) or one-hundred percent (100%) of families requiring assistance in order to maintain attendance in day treatment programs, educational services and employment searches.
- Family Specialists linked seventy-two (72) or one-hundred percent (100%) of families requiring services, with mental health providers and counselors in their communities.
- Family Specialists assisted/arranged one hundred (100) or one hundred percent (100%) Early Intervention Screenings for all children under age of five.

In addition to the outcomes listed above, Family Connections resulted in significant cost savings for Nassau County. Based on the 242 youth involved in the program, the cost of the nine (9) youth placed in Foster Care plus the cost of operating the Family Connections Program, the cost savings to Nassau County, based on a 12-month placement, is calculated as follows:

Placement	# of Children	Per Diem Rate	Yearly Rate
Foster Care	233	$63.32	$5,385,049
Subtotal			$5,385,049
Less the cost of the nine (9) children place at Foster Care level			$208,006
Less the cost of the Family Connections Program			$547,713
Estimated savings for 2011			$4,629,330

Estimated savings are conservatively calculated by utilizing the least restrictive environment in determining the level of care that would have been needed by the 233 children who averted placement in 2011.

Outcomes and Performance Targets:
Outcomes for the 2013 Nassau Family Connections Program are as follows:

Outcome 1:	**Client Screening and Assessment will be completed within 24 hours after the initial referral.**
Performance Indicator	100% of all cases referred will be engaged within 24 hours.
Tracking Mechanism	Success will be measured through case records, supervision and monthly reports.
Outcome 2:	**Service delivery will commence within 72 hours after the initial referral.**
Performance Indicator	100% of all cases referred will begin service delivery within 72 hours.

Tracking Mechanism	Success will be measured through case records, supervision and monthly reports.
Outcome 3:	**Reduce the number of children needing to be removed from their families during program participation.**
Performance Indicator	80% of families receiving preventive services will remain intact.
Tracking Mechanism	Success will be measured through case records, reports from families and county workers.
Outcome 4:	**Reduce the number of children needing to be removed from their home to enter out-of-home placements during program participation.**
Performance Indicator	80% of youth served will improve their situation enough to avoid out of home placement.
Tracking Mechanism	Success will be measured through case records, reports from families and county workers.
Outcome 5:	**Improved Parenting Skills**
Performance Indicator	80% of the families assessed to have deficits in parenting skills will show an improvement in parenting skills.
Tracking Mechanism	Success will be measured through case records, reports from families and county workers.
Outcome 6:	**Rapid Engagement with Referred Families**
Performance Indicator	90 % of the families will have an initial face to face meeting with the caseworker within 72 hours of referral.
Tracking Mechanism	Success will be measured by intake tracking, case records and monthly reports.
Outcome 7:	**Rapid Service Delivery with Referred Families**
Performance Indicator	90% of the families will have a family visit by the caseworker within one week of the referral.
Tracking Mechanism	Success will be measured by case records, contact tracking and monthly reports.

The strategies used to achieve these outcomes and performance targets include the following:

- The strategies used to achieve the outcomes of *24 hour intake and assessment, rapid engagement, 72 hour face-to-face contact and rapid service delivery of youth and families* include: unlimited phone contact, home visits, and immediate crisis response by Family Specialists who exhibit empathy, understanding and a non-judgmental attitude. In addition, Family Specialists have flexible schedules to accommodate families' availability, and provide transportation whenever needed to facilitate family participation.
- The strategies used to achieve the outcomes of *reducing the number of youth removed from their homes into Nassau County custody during program participation and assisting families to remain intact* include: intensive home based interventions, crisis response and linkages of

youth with community resources for services surrounding such areas as financial, mental health, substance abuse and domestic violence concerns. Further strategies include: individual and family counseling, skills building and positive decision making activities.

- The strategies used to achieve the outcome of *increasing parenting skills* include: immediate crisis response, individual and family counseling, parenting instruction and assistance, problem solving and decision making activities.

These outcomes will be tracked by the Program Coordinator through staff supervision, case reviews, quarterly file audits, behavioral referrals, treatment reviews, Berkshire's internal Quality Assurance Protocols, and the Department's Weekly Prevention Reports. All program outcomes will be reviewed with the Department throughout the life of the case.

Program Monitoring and Evaluation

Evaluation will be an integral part of the program, and is designed to determine the success of the program and monitor ongoing program operations. To this end, Berkshire gathers and provides information related to program effectiveness, client long-term outcomes, client and family satisfaction, and coordinates the agency-wide program for quality improvement.

- **Supervision:** The Program Coordinator will review cases during supervision and prepare weekly reports for the Department. Supervision will occur weekly beginning the first week of program implementation. In addition, bi-weekly team meetings will be held with the entire program staff. All program forms and documentation will be reviewed and approved in order to monitor individual youth and family's progress, and ensure that all staff is providing high quality service.

- **Submitted Department Reports:** Weekly department reports will be submitted to NCDSS, including Conference invitations, weekly current cases, Connections reports, Initial and Final Conference Safety Summaries and all other reports as directed by NCDSS. Additionally, quarterly and annual reports will be submitted to the NCDSS.

- **Case Records:** case record audits will be conducted on all case files to ensure program compliance with all federal, State and local rules and regulations during and at close of a case.

- **Program Outcomes:** Information is collected from youth and families in all Berkshire's programs. This information includes how youth are progressing in relationship to specific issues such as parenting skills and family functioning.

- **Quality Improvement:** Berkshire's Performance and Quality Improvement Program (PQI) includes the agency's stakeholders in PQI processes and directly supports all programs in their full realization of program goals and the goals of the Agency. Specific QA activities are:
  - *Case Documentation Reviews*: are overseen by key agency leaders responsible for program supervision and oversight. Case documentation review criteria, procedures, and schedules are established by program area Directors and their Program Coordinators, ensuring that accrediting standards are fully met, reviews are performed quarterly, and that at least the required cumulative numbers of open and closed cases are reviewed in any fiscal year.

Results of case documentation reviews are discussed at department forums, staff meetings and individual supervision. Based on these reviews, supervisors and their teams establish lists of strengths, issues of concerns, and patterns that are used to formulate improvement plans. Staff leaders responsible for these reviews for this program are the Director and Assistant Director for Prevention.

- *Utilization Review*: Berkshire's utilization review (UR) process measures the safety, permanency and well-being goals achieved for each client, based on case documentation. The agency UR Committee, comprised of leaders of all program areas, meets regularly to ensure the review process is in place, and assesses the results of reviews. Results of the utilization reviews are summarized by the PQI Specialist and communicated to program area leaders; these results are also shared with the UR Committee that allows them to identify strengths, issues of concern, individual patterns, and overarching trends. The Committee requests corrective action steps in response to review findings in order to improve programs.
- *Program Outcomes*: PQI coordinates data collection on program outcomes. Each program conducts monthly data collection that reflects family progress in specified target areas, such as suspension from school or increased family involvement; or achievement of standards, such as minimum case contacts and after hours assistance. PQI coordinates quarterly reviews of outcomes to ensure quality and identify any deficiencies in service delivery. These deficiencies and steps taken to rectify them are explored during case reviews between program coordinators and staff members.
- *Satisfaction Surveys*: On an annual basis, youth and families, agency personnel, volunteers, and referring agencies are asked for their input and levels of satisfaction regarding various elements of the agency's services. Results of the survey help the agency as a whole, and each program, identify successes and weaknesses in service delivery and make adjustments to enhance services.
- The PQI Department oversees health and safety issues, the incident and child abuse review and reporting process, and the services utilization review. Health and safety monitors physical environment, recreation, health, and nutritional issues for each youth. The incident and child abuse review and reporting system monitors the types, indicators and frequency of any critical incidents occurring within the Agency, as well as follow-up to incidents and any allegations of child abuse. Services utilization review monitors appropriateness of admissions and the timeliness and appropriateness of aspects of the treatment process such as assessments, the quality of treatment, record maintenance and discharge planning.

Family Involvement:
Berkshire is committed to including families in every aspect of service. Regardless of program or identified client, youth, parents/caregivers and other family members are involved in family team meetings, assessments, treatment plan development and implementation, and program evaluation. This is because ultimately, it is the family's needs and strengths that determine service delivery and achievement of outcomes. Together with program staff, families' natural

supports, and relevant service providers, families will identify and secure the community supports and services they need to live safely and successfully in their homes and communities.

Evidence-Based Programs and Practice Utilized by Berkshire Farm Center and Services for Youth

Berkshire has begun implementing the Sanctuary Model® which is a trauma-informed, evidence-supported, whole culture approach designed to create or change an organizational culture. Its objective is to improve the organization's ability to more effectively facilitate healing from psychological and social traumatic experiences and extended exposure to adversity. Sanctuary promotes the development of structures, processes, and behaviors on the part of staff, clients and even the community at large.

By framing program youth's circumstances in a context of "What has happened to you?" rather than "What is wrong?," it becomes easier for not only staff, but the youth themselves to start thinking of terms of healing and growth rather than correction and morality issues as they attempt to set goals and move forward with their lives.

Sanctuary is becoming the guiding principle of inter- and intra-agency relationships as well. There has been a concerted effort in the last two years to train staff in Sanctuary methods and terminology and to have Sanctuary principles and guidelines become how Berkshire staff relates to others within Berkshire as well as to the community beyond. The Seven Commitments of Sanctuary - Nonviolence, Growth & Change, Democracy, Social Responsibility, Open Communication, Social Learning, and Emotional Intelligence - have become the touchstones of both treatment strategies that the agency uses with youth and families in all its programming, and also how the agency itself operates internally.

Berkshire also has implemented the following:

Functional Family Therapy: Functional Family Therapy (FFT) is an evidence-based, highly effective family intervention program for at risk youth and their families. FFT's intent is to prevent the need for placement or re-placement in foster care, to serve as an alternative to detention, and to expedite the reunification of youth transitioning from care. Anticipated outcomes are improvement in school attendance and performance, improved family functioning, and prevention of involvement or further involvement in the juvenile justice/child welfare systems.

Berkshire has a history of providing this model and recently reinstituted the provision of FFT to the youth and families of Schenectady County. While only specific to that one FFT program, the philosophy of the FFT model is compatible with Berkshire's programming philosophy and it resounds throughout Berkshire Prevention programs: FFT stresses the significance of engagement in the therapeutic process; has a supportive supervision model that promotes a strength-based approach to working with staff and clients; and recognizes the importance of working with community based resources to assist youth and families be successful. These premises are central to all Berkshire programming.

Ansell-Casey Life Skills Assessment: The Ansell-Casey Life Skills Assessment, for youth 14 and older, includes a collection of comprehensive online assessments, learning plans, and learning resources that can be of use engaging young people so that they can master independent life skills and build healthy relationships, which are of assistance as they approach adulthood. The tools are strength-based, and built and refined with user input and research. The assessments consist of statements about life skills domains deemed critical by youth and caregivers for successful adult living. Each youth is asked to complete the assessment upon intake and discharge to assess their basic skill level in a variety of daily living modules such as money management, peer relations, and knowledge of and use of community resources.

As mentioned on page 1 the model of practice used in Berkshire's family preservation and other community based programs including Family Connections is an integration of ecological models (MST, Henggeler & Borduin-1990, and Homebuilders; Kinney, Haapala, & Booth, 1991) that are based on Systems and Social Learning theories. These theoretical frameworks are incorporated into all programming agency-wide. In addition, Berkshire's Prevention programs are founded on principles of best practices as discussed on pages 2 and 3. Ultimately, Berkshire believes that each family is unique, with different needs and strengths. Thus, the programs are flexible enough to address the individual youth and their families in the context of, the school, the community, and any other systems in which the youth is imbedded.

Location and Description of Office

Berkshire's Long Island Office, located on the border of Nassau and Suffolk Counties, is "home" to Family Connections staff, but most services are provided in families' homes and local communities. In the event families need to go to the office, its location is easily accessible to the targeted community. It is centrally located off of the Long Island Expressway (I-495) and Route 110 and the Southern State Parkway. The local bus is accessible as well as the Long Island Railroad. This location is ideal as not only is it easily accessible by families throughout the county, but equally important, staff will be able to respond to youth and families without delay.

Understanding of, and Experience in Provision of Services

Berkshire Farm Center and Services for Youth is a statewide nonprofit child welfare agency with a distinguished history of working with children and families for more than 125 years. Founded in 1886, Berkshire is the largest, and one of the oldest, child welfare agencies in New York State. Berkshire's mission is: ***"to strengthen children and families so they can live safely, independently, and productively within their home communities."***

Berkshire's values:

- We treat each child and family with dignity.
- We respect and honor the courage and inherent strengths of the children, families, and communities we serve.
- We view children in the context of their families and communities.
- We embrace families as partners.
- We appreciate and affirm all aspects of diversity, whether the diversity is religious, cultural, ethnic, or gender.
- We ensure children are cared for in safe, therapeutic, and caring environments.

- We ensure all services are individualized, empowering, and effectively provided; we focus on permanency and stability.
- We value and support a confident, well trained, and competent staff.

Throughout its rich history, Berkshire has been a pioneer in responding to local needs across New York State – helping create stronger families, neighborhoods and communities. Currently, the agency provides a system of care that includes community, school, and home-based prevention programs, prevention/reunification programs, therapeutic and treatment foster care, respite services, adoption services, programs for runaway and homeless youth, secure and non-secure detention, group homes, and the residential treatment center.

Berkshire has been providing services to youth and families since 1886 at its Residential Treatment Center and for more than 40 years throughout New York State. Through its system of care, Berkshire works with youth and families who are involved with many systems including Child Welfare, Juvenile Justice and Mental Health. Over time, Berkshire has developed not only strong and effective programming, but also a keen understanding of the myriad of issues, behaviors and environmental factors that are faced by the families served.

Because of this wealth of experience, Berkshire has become extremely familiar with the characteristics of this population. While each youth and family is unique, this population has many commonalities. Compounding problematic behaviors are a host of other challenges – mental health, substance abuse, behavioral, educational and family – that have added to their struggles. These youth predominantly come from impoverished neighborhoods with limited resources; they live in single parent, female-run households, often with generational histories of abuse and/or mental illness and substance abuse; many have experienced school failure; and most do not receive the structure, supervision and support they need. Because of their multiple issues, they require intensive, home and community based services to remain safely in the home. Berkshire's Prevention programs have been enhanced over the years to respond to the multi-faceted needs, challenges, and characteristics of youth, families and the communities in which they live.

Berkshire, through its array of Prevention programs across New York State, has been extremely successful in keeping youth safely in their homes, improving family functioning and averting the need for out-of-home placement, as demonstrated in these outcomes over the last five years:

- 96% of the youth served averted out-of-home placement.
- 98% of youth demonstrated a reduction in problem behaviors at home and in the community.
- 98% of children with truancy issues increased their attendance levels
- 98% of parents increased their involvement in community and school services and activities.
- 100% of youth and families increased their awareness of and access to community supports.

Capability to Provide Services

Berkshire has over 125 years of experience working directly with the target population through community based and congregate care programming. From small programs serving dozens to large, comprehensive programs that serve hundreds at a time, the agency has the capacity to:

effectively hire and maintain staff that is reflective of and responsive to the cultural and linguistic characteristics of the populations in each program; provide high quality services that are tailored to meet the needs of each community and its population; and maintain fiscal responsibility and accountability. This includes operating programs through contracts with State and county agencies and those funded through the Request for Proposal process with local, State and federal funding sources. Funders in this latter category include the New York State Office of Children and Family Services and New York State Education Department at the State level and the Administration for Children and Families and the Department of Labor at the federal level. With all programming, Berkshire is committed to full compliance with all relevant laws, rules and regulations as well as all contractual requirements. All employees maintain appropriate qualifications and licenses for their job responsibilities and the agency leadership team possesses a wealth of knowledge and expertise in issues and challenges related directly to the families served.

Berkshire has over a century of experience working with the Family Connections target population, and through the decades, programming has been tailored and refined to meet the needs of youth and families in their home communities. As a result, staff will have an array of experts and experience from which to draw. This begins with the Chief Executive Officer, Chief Program Officer, Director of Prevention and her leadership team, all who fully support this program. Even more importantly, program staff will be able to draw on Berkshire's current Prevention team, including those working in Nassau County, who can provide tremendous insight into the target population's strengths and challenges, and the communities in which they live. Finally, the Family Connections Program will have assistance of agency departments that work on behalf of all programs to maximize value to youth and families, ensure cost effectiveness for funders and that all programs meet and exceed all standards, laws and regulations. These departments include IT, Human Resources, Finance, PQI, and Development.

Capacity to Establish a Successful Partnership with Nassau County

Berkshire has worked in partnership with Nassau County for over 20 years, providing high quality community-based services to the youth and families of the county. In that time Berkshire and the Nassau County Departments of Social Services and Probation have worked together to ensure that services are refined and tailored to address and meet the specific needs of the children, families and communities of the County. Specific partners and collaborations include:

- *Nassau County Department of Social Services* will provide a liaison to coordinate referrals and support the program. The Family Connections Program staff will work in close collaboration with each youth and family's Department Case Manager.
- *Local Law Enforcement:* Family Specialists will work on a collaborative basis with local law enforcement agencies, to enlist their support in providing services to youth and families. The goal will be to reduce the need for law enforcement intervention.
- *Local School Districts:* Family Specialists will work with school districts of youth in the program who are struggling with attendance, performance and/or school behavior challenges. The goal will be to support youth's academic performance and progress.

In order to provide youth and families with comprehensive services and support, there are an array of other community-based organizations and agencies that Family Connections will reach

out to when appropriate. These are listed earlier on pages 8 and 9. In addition, Family Specialists and the Program Coordinator will reach out to the community to familiarize community members about the program and continually identify resources to expand the network of resources available to youth and families in their local communities.

c. Implementation Schedule

With the existing Family Connections Program in place there will be no delay in startup for the 2013 year. Therefore, program services for the Family Connections Program will begin on January 1, 2013.

d. Reports

At the conclusion of each program year, Berkshire provides the County with an annual report for the program. This report provides an overview of the program for the year and highlights the following:

- Description of referrals
- Presenting problems of youth and families referred to the program
- Average length of stay
- Outcomes for the years
- Success story
- Estimated cost savings
- Program statistics: number of children served, ages, ethnicity, family structure, and outcomes
- *Please see attached annual report for Nassau County Family Connections for 2011.*

e. Staffing

The agency leaders who will oversee the Family Connections Program are:

Stacy Williams, Director of Prevention, has been with Berkshire for eight years. Starting in foster care, Stacy switched her focus to Prevention. She began as a Family Specialist, and then took on more and more responsibilities, first as Program Coordinator, then as District Supervisor and currently as Director of Prevention and Non-Secure Detention Services. In her tenure at the agency, Stacy has refined her clinical skills, her supervisory skills in leading prevention programs, and her relationship-building skills in working with County departments and community based agencies, schools and community members. She is adept at motivating staff to provide the highest level of services and to appreciate the importance of establishing a presence in the community. Stacy provides leadership, support and direction to Program Coordinators and staff across New York State.

Jennifer Dane, LMSW, Assistant Director of Prevention, has been with Berkshire for the past nine years. She started as a Multisystemic Therapy (MST) Therapist in 2003, and was promoted to Prevention Program Coordinator in Schoharie County in 2005. In that role, Jennifer managed five prevention programs, worked closely with the County and community based agencies, and greatly expanded programming. In 2010, in recognition of her commitment and hard work, Jennifer was promoted to Assistant Director of Prevention, enabling her to share her skills and experience with Prevention programs across the state. Jennifer has excelled in this position, as evidenced by the great work she has accomplished overseeing Berkshire programming in New

York City and Long Island, including Berkshire's current programming in Nassau County. Jennifer has also become an active and respected participant within the network of providers of services to youth and families of Nassau County. This is accentuated by her recent invitation to serve as a member of the Nassau County Juvenile Crime Enforcement Coalition and to attend the monthly Juvenile Justice Provider Meetings.

Rene M Stratton, MSW, Program Coordinator, Nassau Family Connections, has been with Berkshire for four years. She began her career at Berkshire as a Social Worker with the Stepping Stones PINS Diversion Prevention Program. She then took on the role of Mentoring Coordinator in 2008 where she helped develop a mentoring program for youth at Berkshire's Residential Treatment Center so they were able to maintain connections with their home communities and assist in their transition when they return home. In recognition of the work she had done in Nassau and Suffolk counties, Rene was promoted to Program Coordinator of the Stepping Stones Program and ACS-funded Bronx Family Connections Program. In September of this year, Rene also became Program Coordinator of the current Family Connections Program in Nassau County. She has a great understanding of the needs of youth and families in Nassau County and has developed strong relationships with County and community based providers. Rene is a member of Long Islanders for Families and Youth, the County's, Substance Abuse Task Force, and the Nassau County Department of Health Perinatal Services Network Consortium

f. Prior Experience

Experience With the RFP services

Berkshire has been providing Family Connections to the children and families of Nassau County for 20 years and Columbia County for 17 years. In addition, Berkshire provides intensive prevention services, comparable to the services in this proposal, in Suffolk, Rensselaer, Clinton, Saratoga, Schoharie and Washington counties. All of these programs require close collaborations with the Departments of Social Services and Probation in each county as well as the network of service providers within each county and its community. Over time, these programs have helped thousands of families, among the highest need and highest risk in their counties, develop the skills, knowledge and resources necessary to avoid the need for out-of-home placement and improve family functioning. Outcomes over the past three years highlight this success:

- 94% averted the need for out-of-home placement during participating in the program
- 82% alleviated factors that placed children at risk for out-of-home placement
- 100% of families were linked with appropriate community based resources for mental health and other service needs and issues
- 96% of parents increased their involvement with services and activities at school and in the community

These outcomes demonstrate the effectiveness of Berkshire's intensive prevention programming, enabling youth to remain safely in their homes and families to function positively and productively within their communities, rather than to require youth to be placed outside of the home.

Experience With Public Sector Clients and Services of Similar Size and Scope

Berkshire has successfully been providing Prevention Services in counties around New York State for well over three decades. These services are designed to provide intensive home, school

and community-based services to preserve and strengthen the family unit and to avoid the unnecessary placement of children outside of their homes. Children and families in these programs are involved with Child Welfare, Probation, and Mental Health, as well as community based agencies and resources throughout communities and counties across New York State. Working in collaboration with county Departments of Social Services and Probation, Berkshire's Prevention Programs have been refined and enhanced to meet the needs of Counties and their youth and families. Berkshire currently has programming in 19 counties across New York State and provides 39 separate programs within those counties. They are:

- Albany County Advantage After School, Home Run, Pathways, Transitional Support Services
- Allegany County Turnabout
- Bronx Family Connections, Power Project
- Cattaraugus County FAR, Turnabout
- Clinton County Stepping Stones
- Columbia County Family Connections, Transitional Services, Prevention
- Hamilton County Home Run
- Montgomery County Stepping Stone
- Nassau County Family Connections, Families Together
- Niagara County Home Run
- Orange County Independent Living Program, Pathway
- Rensselaer County Advantage After School, Stepping Stones
- Saratoga County Short Term Prevention, Long Term Prevention, Turnabout
- Schenectady County Functional Family Therapy, Home Run, Prevention, Vision
- Schoharie County: Home Run, Project Buoyancy, Turnabout, Vision, Independent Living/Respite, Stepping Stones
- Suffolk County Stepping Stones
- Warren County Pathways
- Washington County Stepping Stones
- Columbia/Cattaraugus Pathways

As this list suggests, Berkshire provides Prevention programming across New York State, serving all localities, from small rural communities to large, urban centers. Regardless of location, Berkshire programs are tailored to meet the needs of each County and its youth and families. Similar services to the ones provided by Family Connections are provided in Schenectady, Albany, Columbia, and Saratoga counties as well as in the Bronx. These services have proven effective and helped hundreds of children and families succeed at home, in school and in their community:

- 90% of youth served in Berkshire Prevention programming avoided out-of-home placement
- 98% of parents increased their involvement in services in the community and in the school

g. Additional Information

Berkshire is committed to working with Nassau County to provide high quality programming for its youth and families. In the 20 years Berkshire has provided programs in the County, agency staff has worked in close collaboration with the County to ensure that services are matched to the

needs of the County and its families. Berkshire's commitment was recently reinforced, allowing Berkshire to expand its services in Nassau County even further. In 2010, Berkshire responded to a Request for Proposals from the New York State Office of Children and Family Services for their Community Reinvestment Program for alternative to detention programming. Berkshire reached out to Nassau County to be its partner for this program, recognizing the strength of the established relationship and understanding the need for services in its communities. The proposal, for the Families Together Program, was one of only seven awards statewide and today, that program is an important element in the system of care for the youth and families of Nassau County. In fact, in the first quarter alone, the program exceeded all outcomes for children and families, an indication of the strength of the partnership and an excellent predictor of the high quality of services yet to come.

EXHIBIT B ✓

LINE-ITEM BUDGET

September 1, 2013 – December 31, 2013

Nassau County Human Services

Universal Budget Form

Contract Name: **Berkshire Farm Center and Services for Youth**

Program Name: **Nassau Family Connections**

Budget Summary

Select Line To Work On Here	Line #	Expense type	Total $
	1a	Salary	$109,572.00
Work on Salary and Fringe	1b	Fringe	$ 37,254.33
	1 Total	Personnel (Salary plus Fringe)	$146,826.33
Work on Line 2	2	Consultant(s)	$0
Work on Line 3	3	Travel / Per Diem / Transportation	$ 7,333.33
Work on Line 4	4	Equipment	$1,333.33
Work on Line 5	5	Supplies	$666.67
Work on Line 6	6	Contractual Services	$0
Work on Line 7	7	Rent/Utilities	$10,000.00
Work on Line 8	8	Department Specific Costs	$0
Work on Line 9	9	Other Costs	$11,666.67
Work on Line 10	10	Administrative Overhead	$14,226.00
		Gross Expenditures (Lines 1 – 10)	$192,052.33
Work on Line 11	11	Revenue, Income, Agency Contribution, Matches	$0
		Net Budget Total (Lines 1 – 10 minus line 11)	$192,052.33
Agency Contribution		Agency Contribution	$5,400.00
		Net Contract Total (Net Budget Total minus Agency Contribution)	$186,652.33

EXHIBIT B
LINE-ITEM BUDGET
January 1, 2014 – December 31, 2014

Nassau County Human Services

Universal Budget Form

Contract Name: **Berkshire Farm Center and Services for Youth**

Program Name: **Nassau Family Connections**

Budget Summary

Select Line To Work On Here	Line #	Expense type	Total $
	1a	Salary	$328,716.00
Work on Salary and Fringe	1b	Fringe	$111,763.33
	1 Total	Personnel (Salary plus Fringe)	$440,479.00
Work on Line 2	2	Consultant(s)	$0
Work on Line 3	3	Travel / Per Diem / Transportation	$22,000.00
Work on Line 4	4	Equipment	$4,000.00
Work on Line 5	5	Supplies	$2,000.00
Work on Line 6	6	Contractual Services	$0
Work on Line 7	7	Rent/Utilities	$30,000.00
Work on Line 8	8	Department Specific Costs	$0
Work on Line 9	9	Other Costs	$35,000.00
Work on Line 10	10	Administrative Overhead	$42,678.00
		Gross Expenditures (Lines 1 – 10)	$576,157.00
Work on Line 11	11	Revenue, Income, Agency Contribution, Matches	$0
		Net Budget Total (Lines 1 – 10 minus line 11)	$576,157.00
Agency Contribution		Agency Contribution	$16,200.00
		Net Contract Total (Net Budget Total minus Agency Contribution)	$559,957.00

Line 1 -Personnel

Cost of salaries and/or wages of personnel assigned to the project

----------Contract Amount Only----------

Staff Title/Name	# of Staff	Explanation/ Description of Function/ Expense	FTE %	Salary $	Fringe $ - 34%	Total $
Assistant Director Of Prevention	1	Oversees program efficiency and effectiveness, provides clinical expertise in difficult cases, and keeps in close contact with Nassau County; annual salary is $65,000	.21 FTE	14,000	4,760	18,760
Program Coordinator	1	Recruits, screens, and hires staff; keeps Assistant Director of Prevention up to date on progress and issues of families or program; available 24/7 to staff; responsible for all program and fiscal reports; serves as program liaison to county/communit y providers	1 FTE	58,000	19,720	77,720
Family Specialist	2 @ 38,000	Provides all program services for youth and families; provides or arranges for outside clinical needs for the youth and families; monitor all aspects of daily program operations; meets regularly with local services providers; provides	2 FTE	76,000	25,840	101,840

		necessary; participates in treatment planning; available to families 24/7.				
Family Specialist	1	See description above	1 FTE	39,000	13,260	52,260
Family Specialist	2 @ 37,000	See description above	2 FTE	74,000	25,160	99,160
Family Specialist (masters level)	1	See description above	1 FTE	42,000	14,280	56,280
Secretary	1	Provides administrative support to the program, including preparing reports and maintaining case records; annual salary is $32,000.	.36 FTE	11,716	3,983	15,699
Contract Manager	1	Responsible for maintaining contract with Nassau County; annual salary is $41,000	.34 FTE	14,000	4,760	18,760
Line Total		n/a	n/a	$ 328,716	$ 111,763	$ 440,479

Note(s):
1. Personnel cost is salaries and/or wages (including base, OT, differentials, etc.) of personnel assigned to the project.
2. For each position, provide the: job title; name, if known; time commitment to the project as a full-time equivalent; annual salary; and/or hourly wage rate. If salary other than 100% of FTE note salary amount in description
3. All Direct Personnel Costs or Allocations are to be included in this section, not in Other.
4. Hourly Workers: Note hourly wage and number of hours worked in comments. Salary = Wage x Hours.
5. Fringe may be allocated or reported as a lump sum. Check with the Department.
6. For FTE: Enter in the whole number if FTE represents the number of people (e.g., 3.5 staff). Enter a decimal if FTE represents a percentage of a person's salary and fringe (e.g., .5 for 50% of salary and fringe).

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A

chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime

contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Timothy Giacchetta (Name)

13640 Rte. 22 Canaan, NY 12029 (Address)

518-376-1575 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor ✓ has ____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

See attached explanation/description.

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

6/26/13
Dated

Signature of Chief Executive Officer

Timothy Giaccletta
Name of Chief Executive Officer

Sworn to before me this

26th day of June, 2013.

Deanna Harrington
Notary Public

Deanna Harrington
Notary Public, State of New York
No. 01HA6136268
Qualified in Rensselaer County
Commission Expires Nov. 10, 2016

1. 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:

On December 16, 2011, NYS Department of Labor conducted an audit at one of the agency's worksites located in Rochester, NY. The purpose of the audit was to review payroll and time records for the period of December 5, 2005 to December 5, 2011. Correspondence received from NYS Department of Labor on December 28, 2011 indicated two violations as a result of the audit.

Article 5 – Labor regulations require uninterrupted meal periods for employees working a shift of more than 6 hours. Although labor regulations do not require that these meal periods are paid, it is the policy of this agency that meal periods are paid. Because meal breaks are paid, employees may not have punched in or out for their meal period. Therefore, meal periods may not have been reflected on time records.

Article 19 – Labor regulations required that employers keep and have available for inspection records for employees. At the time of the audit, the agency was not able to produce some of the some of the time records from the earlier end of the requested timeframe. Time records from the earlier end of the requested timeframe were prior to agency's use of electronic timekeeping system and not able to be furnished at the time of the audit.

Correspondence received from NYS Department of Labor also directed that $2,637.77 be remitted for payment to eight (8) employees who were identified during the time of the audit to be due wages for overtime worked. This amount included 25% liquidated damages. On January 18, 2012 the agency contacted the NYS Department of Labor to discuss these findings and furnish payroll records which satisfied that these eight (8) employees had, in fact, received some of the wages due. Upon review of the agency's explanation and documentation, the NYS Department of Labor accepted payment in the amount of $1584.22 including 25% liquidated damages.

On January 25, 2013, NYS Department of Labor conducted an audit at one of the agency's worksites located in Valatie, NY. The purpose of the audit was to review payroll and timekeeping records for the period of January 1, 2011 to December 31, 2012. Correspondence received from the NYS Department of Labor on March 15, 2013 indicated one violation as a result of the audit.

Article 5 - Labor regulations require uninterrupted meal periods for employees working a shift of more than 6 hours. Although labor regulations do not require that these meal periods are paid, it is the policy of this agency that meal periods are paid. Because meal breaks are paid, employees may not have punched in or out for their meal period. Therefore, meal periods may not have been reflected on time records.

Correspondence received from NYS Department of Labor also directed that a penalty in the amount of $100.00 be remitted for payment. This amount was paid in full.

Documentation is available upon request.

2. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action __X__ has _____ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

   On November 24, 2010 the National Labor Relations Board for Region 3 issued correspondence alleging that the agency violated Section 8(a)(1) and (5) of the Act by unilaterally changing the health insurance coverage for bargaining unit employees, establishing Health Reimbursement Accounts (HRA's) for bargaining unit employees and that resulted in increased out-of-pocket expenses for the employees.

   On May 27, 2011 a decision was issued finding that the agency had violated the Act as alleged.

   On November 2, 2011, the parties reached a Board settlement resolving the issues in the above matter which included payment to nine (9) bargaining unit employees for the combined amount of $12,358.16 as a make whole payment for health insurance out-of-pocket expenses incurred.

   On January 4, 2012, the Regional Director approved the settlement. Payment was promptly issued and the mandatory notices to employees were posted for required timeframe.

   On March 27, 2012, the case was closed.

   Documentation is available upon request.

RESOLUTION TO THE CORPORATE MINUTES

The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as BERKSHIRE FARM CENTER & SERVICES FOR YOUTH, has not been modified or rescinded and is in full force and effect as to the date hereof.

RESOLVED: That Timothy Giaccletta, CEO, ~~[illegible]~~ ~~Board Secretary~~
Corporate title

of this corporation, is hereby authorized to execute a contract on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services for the period of September 1, 2013 through December 31, 2013, subject to renewals at Nassau County's option for four (4) additional one (1) year terms.

Nancy McGuire
Officer

Sworn to before me this 26th
day of June 2013

Deanna Harrington
NOTARY PUBLIC

Deanna Harrington
Notary Public, State of New York
No. 01HA6196268
Qualified in Rensselaer County
Commission Expires Nov. 10, 2016

Contract ID#: CQSS13000013

Department: Social Services

Contract Details

SERVICE: Preventive Services

NIFS ID #: CLSS15000024 NIFS Entry Date: 02/06/15 Term: from 01/01/15 to 12/31/15

New ☐ Renewal ☐	
Amendment ☒	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☒	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☒
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name: Berkshire Farm Center & Services for Youth	Vendor ID#: 141368125-02
Address: 13640 Route 22 South Canaan, NY 12029	Contact Person: Timothy Giacchetta Jr. mailtgiacchetta@berkshirefarm.org Phone 518 781-4567 Fax 631 420-4466

County Department
Department Contact: Michael A. Kanowitz
Address: 601 Charles Lindbergh Blvd
Phone 516 227-7452

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept.) NIFS Appvl (Dept. Head)	☐ 2/12/15 ☐	[signature]	
	OMB	NIFS Approval	☐ 2/23	[signature]	Yes ☒ No ☐ Not required if blanket resolution
2/24/15	County Attorney	CA RE & Insurance Verification	☑ 2/24/15	[signature]	
2/24/15	County Attorney	CA Approval as to form	☑ 2/24/15	[signature]	
	Legislative Affairs	Fwd Original Contract to CA	☐		
	Rules ☐ Leg. ☐		☐		Yes ☐ No ☒
2/24/15	County Attorney	NIFS Approval	☑ 2/24/15	[signature]	
	Comptroller	NIFS Approval	☐ 3/12/15 3/17/15	[signature]	
2/27/15	County Executive	Notarization Filed with Clerk of the Leg	☐ ☐ 2/27/15	[signature]	

Contract Summary

Description: Preventive Services

PR5254 (8/01)

Contract ID#: COSS13000013 Department: Social Services

Purpose: We are mandated to provide preventive services to children. Contractor will provide short term intensive home based Preventive Services to Nassau County Families whose child/children are in imminent risk of foster care placement.

Method of Procurement: RFP was issued.

Procurement History: We have been using this vendor for many years.

Description of General Provisions: The contractor will provide case planning services coordinating casework, counseling, and support services for families at risk. The contractor will also provide extensive case management services to the target population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination.

Impact on Funding / Price Analysis: Federal 30% State 45% County 25%

Change in Contract from Prior Procurement: No change

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	7600
Object:	TT714
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$139,989.25
Federal	$167,987.10
State	$251,980.65
Capital	$
Other	$
TOTAL	$559,957.00

LINE	INDEX/OBJECT CODE	AMOUNT
1		$
2		$
3	SSGEN7600 TT714	$559,957.00
4		$
5		$
6	[signature] 3/24/15	$
	TOTAL	$559,957.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Date:

MFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into MFS	I certify that the encumbered balance sufficient to cover this contract is present in the appropriate account charged	Name [signature]
Name [signature]	Name [signature]	Date 2/27/15
Date 3/15/15	Date 3/17/15	Expiration Date

E #:

121837

PR5254 (8/04)

AMENDMENT NO. 1

This AMENDMENT, dated as of , 2015, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Berkshire Farm Center & Services for Youth, a not-for-profit corporation of the State of New York having its principal office at 1364 RTE 22, Canaan, New York 12029 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS13000013 between the County and the Contractor, executed on behalf of the County on September 6, 2013, (the "Original Agreement"), the Contractor provides certain preventive services for the County in conformity with "The Family Connections Program", 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 September 1, 2013 through December 31, 2014 with an option to renew under the same terms and conditions for four (4) additional one (1) year periods remaining (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 Seven Hundred Forty Six Thousand Six Hundred Nine Dollars and 33/100 ($746,609.33) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to renew the Original Agreement and amend the payment section and the line item budget.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2015.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Five Hundred Fifty Nine Thousand Nine Hundred Fifty Seven Dollars and 00/100 ($559,957.00), payable for Services rendered during the renewal term under this Amendment, 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 Million Three Hundred Six Thousand Five Hundred Sixty Six Dollars and 33/100 ($1,306,566.33) (the "Amended Maximum Amount").

3. Budget. The budget referred to in Section 3 (f) of the Original Agreement and attached to the Original Agreement is amended to appear in its entirety for the renewal term under this Amendment, as set forth in Amended Exhibit "B" attached hereto (such amended budget, the "Amended Budget"). The Amended Budget may be modified from time to time upon request of the Contractor, subject to prior approval of the Department.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

By: _____

Name: Timothy Giacchetta

Title: President/CEO

Date: 12/23/14

NASSAU COUNTY

By: _____

Name: Edward P. Mangano

Title: County Executive

☑ Deputy County Executive

Date: 2/27/15

PLEASE EXECUTE IN BLUE INK

120928

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 27 day of February in the year 2015 before me personally came Charles R. Bondo to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6253026
Qualified in Nassau County
Commission Expires April 02, 2016

STATE OF New York)
)ss.:
COUNTY OF Columbia

On the 23rd day of December in the year 2014 before me personally came Timothy Giacchetta to me personally known, who, being by me duly sworn, did depose and say that he or she does business in the County of Columbia; that he or she is the CEO of Berkshire Farm Center the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Deanna Harrington

NOTARY PUBLIC

Deanna Harrington
Notary Public, State of New York
No. 01HA6196283
Qualified in Rensselaer County
Commission Expires Nov. 10, 2018

AMENDED *Exhibit B*
January 1, 2015 to December 31, 2015

Nassau County Human Services
Universal Budget Form

Contract #

Contract Name: Berkshire Farm Center & Services for Youth

Program Name: Nassau Family Connections

Budget Summary

Line #	Expense type	Total $
1a	Salary	$328,716
1b	Fringe	$111,763
1 Total	Personnel (Salary plus Fringe)	$440,479
2	Consultant(s)	$0
3	Travel / Per Diem / Transportation	$22,000
4	Equipment	$4,000
5	Supplies	$2,500
6	Contractual Services	$0
7	Rent/Utilities	$30,000
8	Department Specific Costs	$0
9	Other Costs	$19,500
10	Administrative Overhead	$41,478
	Gross Expenditures (Lines 1 – 10)	$559,957
11	Revenue, Income, Agency Contribution, Matches	$0
	Net Budget Total (Lines 1 – 10 minus line 11)	$559,957
	Agency Contribution	$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	$559,957

Contract ID#: CQSS13000013

Department: Social Services

E-13-16

Contract Details

SERVICE Preventive Services

NIFS ID #: CLSS16000005 NIFS Entry Date: 12/22/15 Term: from 01/01/16 to 12/31/16

New ☐ Renewal ☐	
Amendment	☒
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☒	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☒
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
NameBerkshire Farm Center & Services for Youth	Vendor ID#141368125-02
Address 13640 Route 22, South Canaan, NY 12029	Contact PersonTimothy Giacchetta E-mailtgiacchetta@berkshirefarm.org Phone 518 781-4567 Fax:631 420-4460

County Department
Department Contact Michael A. Kanowitz
Address 60 Charles Lindbergh Blvd.
Phone 516 227-7452

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐	12/22/15		
	OMB	NIFS Approval ☐	12/28/2015		Yes ☐ No ☐ Not required if blanket resolution
12/30/15	County Attorney	CA RE & Insurance Verification ☑	12/30/15		
1/8/16	County Attorney	CA Approval as to form ☒	1/8/16		
	Legislative Affairs	Fw'd Original Contract to CA ☐	1/8/16	Concetta A. Petrucci	
	Rules ☒ Leg. ☐	☐			Yes ☒ No ☐
	County Attorney	NIFS Approval ☐	03/10/2016		
	Comptroller	NIFS Approval ☑	4/7/16 4/11/16		
4/6/16	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	4/6/16		

Contract Summary

Description: Preventive Services

PR5254 (8/04)

Contract ID#: COSS13000013

Department: Social Services_____

Purpose: We are mandated to provide preventive services to children. Contractor will provide short term intensive home based Preventive Services to Nassau County Families whose child/children are in imminent risk of foster care placement.
Method of Procurement: RFP was issued.
Procurement History: We have been using this vendor for many years.
Description of General Provisions: The contractor will provide case planning services coordinating casework, counseling, and support services for families at risk. The contractor will also provide extensive case management services to the target population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination.
Impact on Funding / Price Analysis: Federal 30% State 45% County 25%
Change in Contract from Prior Procurement: No change
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	7600
Object:	TT714
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$142,787.50
Federal	$171,345.00
State	$257,017.50
Capital	$
Other	$
TOTAL	$571,150.00

LINE	INDEX/OBJECT CODE	AMOUNT
1		$
2		$
3		$
4	SSGEN7600/TT714	$571,150.00
5		$
6		$
	TOTAL	$571,150.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name:	Name	Date 1/6/16
Date 4/19/16	Date 4/13/16	(For Office Use Only) E #:

125792

E-13-16

RULES RESOLUTION NO. 48 – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ON BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES AND BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 2-22-16
VOTING:
ayes 4 nayes 0 abstained 3 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Berkshire Farm Center and Services for Youth extending the term and extending payment, respecting the providing services to children and families for preventive services as they pertain to those who are at immediate risk of having a child placed in foster care, a copy said amendment which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with Berkshire Farm Center and Services for Youth.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ON BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES AND BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

WHEREAS, the County has negotiated an amendment to a personal services agreement with Berkshire Farm Center and Services for Youth extending the term and extending payment, respecting the providing services to children and families for preventive services as they pertain to those who are at immediate risk of having a child placed in foster care, a copy said amendment which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with Berkshire Farm Center and Services for Youth.

AMENDMENT NO. II

This AMENDMENT, dated as of January 1, 2016, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Berkshire Farm Center & Services for Youth, a not-for-profit corporation of the State of New York having its principal office at 1364 RTE 22, Canaan, New York 12029 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS13000013 between the County and the Contractor, executed on behalf of the County on September 6, 2013, as amended by the amendment executed on behalf of the County on February 27, 2015 (the "Original Agreement"), the Contractor provides certain preventive services for the County in conformity with "The Family Connections Program", 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 September 1, 2013 through December 31, 2015 with an option to renew under the same terms and conditions for three (3) additional one (1) year periods remaining (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 One Million Three Hundred Six Thousand Five Hundred Sixty Six Dollars and 33/100 ($1,306,566.33) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to renew the Original Agreement and amend the payment section and the line item budget.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2016.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Five Hundred Seventy One Thousand One Hundred Fifty Dollars and 00/100 ($571,150.00), payable for Services rendered during the renewal term under this Amendment, 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 Million Eight Hundred Seventy Seven Thousand Seven Hundred Sixteen Dollars and 33/100 ($1,877,716.33) (the "Amended Maximum Amount").

IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

By: _____

Name: Jim Dennis

Title: CEO

Date: 11/23/15

NASSAU COUNTY

By: _____

Name: Charles Rhoads

Title: County Executive

Deputy County Executive

Date: 5/4/16

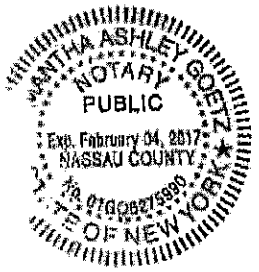
PLEASE EXECUTE IN BLUE INK

124987

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 4 day of May in the year 2016 before me personally came Charles Rubano to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



STATE OF New York)
)ss.:
COUNTY OF Columbia)

On the 23rd day of November in the year 2015 before me personally came Jim Dennis to me personally known, who, being by me duly sworn, did depose and say that he ~~or she resides~~ does business in the County of Columbia; that he or she is the Interim CEO of Berkshire Farm Center, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Deanna Harrington

Deanna Harrington
Notary Public, State of New York
No. 01HA6196268
Qualified in Rensselaer County
Commission Expires Nov. 10, 2016

AMENDED *Exhibit B*
January 1, 2016 to December 31, 2016

Nassau County Human Services
Universal Budget Form

Contract # _____

Contract Name: **Berkshire Farm Center & Services for Youth**

Program Name: **Nassau Family Connections**

Budget Summary

Line #	Expense type	Total $
1a	Salary	$329,561
1b	Fringe	$112,051
1 Total	Personnel (Salary plus Fringe)	$441,612
2	Consultant(s)	$0
3	Travel / Per Diem / Transportation	$20,500
4	Equipment	$1,500
5	Supplies	$1,500
6	Contractual Services	$0
7	Rent/Utilities	$30,000
8	Department Specific Costs	$2,500
9	Other Costs	$21,615
10	Administrative Overhead	$51,923
	Gross Expenditures (Lines 1 – 10)	$571,150
11	Revenue, Income, Agency Contribution, Matches	$0
	Net Budget Total (Lines 1 – 10 minus line 11)	$571,150
	Agency Contribution	$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	$571,150

NIFS ID:CLSS17000032 Department: Social Services

Capital:

SERVICE: Preventive

Contract ID #:CQSS13000013 NIFS Entry Date: 28-AUG-17 Term: from 01-JAN-17 to 31-DEC-17

Amendment
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Vendor Ownership & Mgmt. Disclosure Attached:	N
5) Insurance Required	Y

Vendor Info:	
Name: **Berkshire Farm Center & Services for Youth**	Vendor ID#: 141368125
Address: 13640 Route 22 Canaan, NY 12029	Contact Person: Jim Dennis
	Phone: 518 781-4567

Department:
Contact Name: Michael Kanowitz
Address: 60 Charles Lindbergh Blvd.
Phone: 516 227-7452

Routing Slip

Department	**NIFS Entry: X**	**07-SEP-17 -- MKANOWITZ**
Department	**NIFS Approval: X**	**13-SEP-17 -- MKANOWITZ**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**14-SEP-17 -- RDALLEVA**
OMB	**NIFS Approval:**	**08-SEP-17 -- AROMANO**
County Atty.	**Insurance Verification: X**	**13-SEP-17 -- AAMATO**
County Atty.	**Approval to Form: X**	**13-SEP-17 -- DGRIPPO**
Dep. CE	**Approval: X**	**31-OCT-17 -- CRIBANDO**

Leg. Affairs	Approval/Review: X	15-SEP-17 -- MREYNOLDS
Legislature	Approval: X	15-NOV-17 -- MREYNOLDS
Comptroller	NIFS Approval: X	31-JAN-18 -- RBURKERT
NIFA	NIFA Approval: X	07-FEB-18 -- MKWIATKOWSKI

Contract Summary

Purpose: We are mandated to provide preventive services to children. Contractor will provide short term intensive home based Preventive Services to Nassau County Families whose child/children are in imminent risk of foster care placement.
Method of Procurement: RFP was issued.
Procurement History: We have been using this vendor for many years.
Description of General Provisions: The contractor will provide case planning services coordinating casework, counseling, and support services for families at risk. The contractor will also provide extensive case management services to the target population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination.
Impact on Funding / Price Analysis: Federal 30% State 45% County 25%
Change in Contract from Prior Procurement: No change
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	7600
Object:	TT714
Transaction:	CQ
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 142,787.50
Federal	$ 171,345.00
State	$ 257,017.50
Capital	$ 0.00
Other	$ 0.00
TOTAL	$ 571,150.00

LINE	INDEX/OBJECT CODE	AMOUNT
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
SSGEN7600/TT714	SSGEN7600/TT714	$ 571,150.00
		$ 0.00
	TOTAL	$ 571,150.00

AMENDMENT NO. III

This AMENDMENT, dated as of January 1, 2017, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Berkshire Farm Center & Services for Youth, a not-for-profit corporation of the State of New York having its principal office at 1364 RTE 22, Canaan, New York 12029 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS13000013 between the County and the Contractor, executed on behalf of the County on September 6, 2013, as amended by the amendment executed on behalf of the County on February 27, 2015, as amended by the amendment executed on behalf of the County on May 4, 2016, (the "Original Agreement"), the Contractor provides certain preventive services for the County in conformity with "The Family Connections Program", 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 September 1, 2013 through December 31, 2016 with an option to renew under the same terms and conditions for two (2) additional one (1) year periods remaining (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 One Million Eight Hundred Seventy Seven Thousand Seven Hundred Sixteen Dollars and 33/100 ($1,877,716.33) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to renew the Original Agreement and amend the payment section and the line item budget.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2017.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Five Hundred Seventy One Thousand One Hundred Fifty Dollars and 00/100 ($571,150.00), payable for Services rendered during the renewal term under this Amendment, 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 Two Million Four Hundred Forty

Eight Thousand Eight Hundred Sixty Six Dollars and 33/100 ($2,448,866.33) (the "Amended Maximum Amount").

3. Budget. The budget referred to in Section 3 (f) of the Original Agreement and attached to the Original Agreement is amended to appear in its entirety for the renewal term under this Amendment, as set forth in Amended Exhibit "B" attached hereto (such amended budget, the "Amended Budget"). The Amended Budget may be modified from time to time upon request of the Contractor, subject to prior approval of the Department.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

By: _____

Name: Jim Dennis

Title: President CEO

Date: 8/8/17

NASSAU COUNTY

By: _____

Name: Kyle Rose-Louder

Title: County Executive

☒ Deputy County Executive

Date: 9/18/18

PLEASE EXECUTE IN BLUE INK

13L17L

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 13 day of February in the year 2018 before me personally came Kyle Rose-Lauder to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Tanya L. Carter

TANYA L CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County
Commission Expires April 15, 2018

STATE OF New York)
)ss.:
COUNTY OF Columbia)

On the 24 day of August in the year 2017 before me personally came Jim Dennis to me personally known, who, being by me duly sworn, did depose and say that he ~~or she~~ resides in the County of Columbia; that he ~~or she~~ is the President + CEO of Berkshire Farm Center, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Sharon McCredie

SHARON MCCREDIE
Notary Public - State of New York
NO. 01MC6323790
Qualified in Columbia County
My Commission Expires Apr 27, 2019

AMENDED *Exhibit B*
January 1, 2017 to December 31, 2017

Nassau County Human Services
Universal Budget Form

Contract # _____

Contract Name: Berkshire Farm Center & Services for Youth

Program Name: Nassau Family Connections

Budget Summary

Line #	Expense type	Total $
1a	Salary	$331,746
1b	Fringe	$112,794
1 Total	Personnel (Salary plus Fringe)	$444,540
2	Consultant(s)	$0
3	Travel / Per Diem / Transportation	$19,500
4	Equipment	$1,500
5	Supplies	$1,500
6	Contractual Services	$0
7	Rent/Utilities	$30,000
8	Department Specific Costs	$2,500
9	Other Costs	$19,687
10	Administrative Overhead	$51,923
	Gross Expenditures (Lines 1 – 10)	$571,150
11	Revenue, Income, Agency Contribution, Matches	$0
	Net Budget Total (Lines 1 – 10 minus line 11)	$571,150
	Agency Contribution	$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	$571,150

E-34-18

NIFS ID:CLSS18000034 Department: Social Services

Capital:

SERVICE: Preventive

Contract ID #:CQSS13000013 NIFS Entry Date: 15-FEB-18 Term: from 01-JAN-18 to 31-DEC-18

Amendment
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Vendor Ownership & Mgmt. Disclosure Attached:	N
5) Insurance Required	Y

Vendor Info:	
Name: **Berkshire Farm Center & Services for Youth**	Vendor ID#: **141368125**
Address: 13640 Route 22 South Canaan, NY 12029	Contact Person: Jim Dennis
	Phone: 518 781-4567

Department:
Contact Name: Michael Kanowitz
Address: 60 Charles Lindbergh Blvd.
Phone: 516 227-7452

Routing Slip

Department	NIFS Entry: X	22-FEB-18 -- MKANOWITZ
Department	NIFS Approval: X	22-FEB-18 -- MKANOWITZ
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	28-FEB-18 -- APERSICH
OMB	NIFS Approval: X	26-FEB-18 -- AROMANO
County Atty.	Insurance Verification: X	22-FEB-18 -- AAMATO
County Atty.	Approval to Form: X	22-FEB-18 -- NSARANDIS
Dep. CE	Approval: X	06-MAR-18 -- KROSE-LOUDER

Leg. Affairs	Approval/Review: X	01-MAR-18 -- MREYNOLDS
Legislature	Approval: X	11-APR-18 -- LVOCATURA
Comptroller	NIFS Approval: X	30-APR-18 -- RBURKERT
NIFA	NIFA Approval: X	08-MAY-18 -- MKWIATKOWSKI

Contract Summary

Purpose: We are mandated to provide preventive services to children. Contractor will provide short term intensive home based Preventive Services to Nassau County Families whose child/children are in imminent risk of foster care placement.
Method of Procurement: RFP was issued.
Procurement History: We have been using this vendor for many years.
Description of General Provisions: The contractor will provide case planning services coordinating casework, counseling, and support services for families at risk. The contractor will also provide extensive case management services to the target population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination.
Impact on Funding / Price Analysis: Federal 30% State 45% County 25%
Change in Contract from Prior Procurement: Not applicable.
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	7600
Object:	TT714
Transaction:	CQ
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 142,787.50
Federal	$ 171,345.00
State	$ 257,017.50
Capital	$ 0.00
Other	$ 0.00
TOTAL	$ 571,150.00

LINE	INDEX/OBJECT CODE	AMOUNT
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
6	SSGEN7600/TT714	$ 571,150.00
	TOTAL	$ 571,150.00

AMENDMENT NO. IV

This AMENDMENT, dated as of January 1, 2018, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Berkshire Farm Center & Services for Youth, a not-for-profit corporation of the State of New York having its principal office at 1364 RTE 22, Canaan, New York 12029 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS13000013 between the County and the Contractor, executed on behalf of the County on September 6, 2013, as amended by the amendment executed on behalf of the County on February 27, 2015, as amended by the amendment executed on behalf of the County on May 4, 2016 as amended by the amendment executed on behalf of the County on February 13, 2018 (the "Original Agreement"), the Contractor provides certain preventive services for the County in conformity with "The Family Connections Program", 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 September 1, 2013 through December 31, 2017 with an option to renew under the same terms and conditions for one (1) additional one (1) year period remaining (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 Million Four Hundred Forty- Eight Thousand Eight Hundred Sixty-Six Dollars and 33/100 ($2,448,866.33) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to renew the Original Agreement and amend the payment section and the line item budget.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2018.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Five Hundred Seventy- One Thousand One Hundred Fifty Dollars and 00/100 ($571,150.00), payable for Services rendered during the renewal term under this Amendment, 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 Three Million Twenty Thousand Sixteen Dollars and 33/100 ($3,020,016.33) (the "Amended Maximum Amount").

3. Budget. The budget referred to in Section 3 (f) of the Original Agreement and attached to the Original Agreement is amended to appear in its entirety for the renewal term under this Amendment, as set forth in Amended Exhibit "B" attached hereto (such amended budget, the "Amended Budget"). The Amended Budget may be modified from time to time upon request of the Contractor, subject to prior approval of the Department.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

By: _____

Name: James Dennis

Title: President/CEO

Date: November 10, 2017

NASSAU COUNTY

By: Kyle Rose-Lawlor

Name: Kyle Rose-Lawlor

Title: County Executive

☒ Deputy County Executive

Date: May 15, 2018

PLEASE EXECUTE IN BLUE INK

136176

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 15 day of May in the year 2018 before me personally came Kyle Rose-Lauder to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Tanya Carter

TANYA L CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified In Nassau County
Commission Expires April 15, 2022

STATE OF New York)
)ss.:
COUNTY OF Columbia)

On the 16th day of November in the year 2017 before me personally came James Dennis to me personally known, who, being by me duly sworn, did depose and say that he ~~or she resides~~ conducts business in the County of Columbia; that he or she is the President & CEO of Berkshire Farm Ctr & Svcs for Youth, 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

Sharon McCredie

SHARON MCCREDIE
Notary Public - State of New York
NO. 01MC6323790
Qualified in Columbia County
My Commission Expires Apr 27, 2019

AMENDED *Exhibit B*
January 1, 2018 to December 31, 2018

Nassau County Human Services
Universal Budget Form

Contract # _____

Contract Name: **Berkshire Farm Center & Services for Youth**

Program Name: **Nassau Family Connections 2018**

Budget Summary

Line #	Expense type	Total $
1a	Salary	$331,482
1b	Fringe	$112,704
1 Total	Personnel (Salary plus Fringe)	$444,186
2	Consultant(s)	$0
3	Travel / Per Diem / Transportation	$17,500
4	Equipment	$1,800
5	Supplies	$1,200
6	Contractual Services	$0
7	Rent/Utilities	$25,000
8	Department Specific Costs	$2,300
9	Other Costs	$17,969
10	Administrative Overhead	$61,195
	Gross Expenditures (Lines 1 – 10)	$571,150
11	Revenue, Income, Agency Contribution, Matches	$0
	Net Budget Total (Lines 1 – 10 minus line 11)	$571,150
	Agency Contribution	$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	$571,150

E-39-19

NIFS ID:CLSS19000015 Department: Social Services

Capital:

SERVICE: Preventive

Contract ID #:CQSS13000013 NIFS Entry Date: Term: from 01-JAN-19 to 31-DEC-19

Amendment
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Vendor Ownership & Mgmt. Disclosure Attached:	N
5) Insurance Required	Y

Vendor Info:	
Name: **Berkshire Farm Center & Services for Youth**	Vendor ID#: **141368125**
Address: 13640 Route 22 South Canaan, NY 12029	Contact Person: Carlton S. Mitchell
	Phone: 518 781-4567

Department:
Contact Name: Michael Kanowitz
Address: 60 Charles Lindbergh Blvd
Phone: 516 227-7452

Routing Slip

Department	NIFS Entry: X	24-JAN-19 -- MKANOWITZ
Department	NIFS Approval: X	24-JAN-19 -- MKANOWITZ
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	21-FEB-19 -- APERSICH
OMB	NIFS Approval: X	20-FEB-19 -- SDEWS
County Atty.	Insurance Verification: X	25-JAN-19 -- AAMATO
County Atty.	Approval to Form: X	25-JAN-19 -- MMISRA
CPO	Approval: X	25-FEB-19 -- KOHAGENCE

DCEC	Approval: X	25-FEB-19 -- JCHIARA
Dep. CE	Approval: X	25-FEB-19 -- KROSE-LOUDER
Leg. Affairs	Approval/Review: X	07-MAR-19 -- JSCHANTZ
Legislature	Approval: X	09-APR-19 -- LVOCATURA
Comptroller	Deputy: X	07-MAY-19 -- ADALESSIO
NIFA	NIFA Approval: X	24-MAY-19 -- MWORSHAM

Contract Summary

Purpose: We are mandated to provide preventive services to children. Contractor will provide short term intensive home based Preventive Services to Nassau County Families whose child/children are in imminent risk of foster care placement.(Amend contract to extend for a one year period.)
Method of Procurement: RFP was issued. DSS is seeking to extend the present contract for a one year period and is in the process of issuing a Request to Initiate an RFP under the current Nassau County procurement guidelines.
Procurement History: We have been using this vendor for many years.
Description of General Provisions: The contractor will provide case planning services coordinating casework, counseling, and support services for families at risk. The contractor will also provide extensive case management services to the target population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination.
Impact on Funding / Price Analysis: Federal 30% State 45% County 25%
Change in Contract from Prior Procurement: Not applicable.
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	7600
Object:	TT714
Transaction:	CQ
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 145,643.00
Federal	$ 174,771.60
State	$ 262,157.40
Capital	$ 0.00
Other	$ 0.00
TOTAL	$ 582,572.00

LINE	INDEX/OBJECT CODE	AMOUNT
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
7	SSGEN7600/TT714	$ 582,572.00
	TOTAL	$ 582,572.00

E-39-19

RULES RESOLUTION NO. 64-2019

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 SOCIAL SERVICES, AND BERKSHIRE FARM CENTER & SERVICES FOR YOUTH ("BERKSHIRE")

Passed by the Rules Committee
Nassau County Legislature
4-8-19
7 0 0 0
7 Legislators present

WHEREAS, the County has negotiated an amendment to a personal services agreement with Berkshire to provide preventive services in conformity with The Family Connections 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 said amendment to the agreement with Berkshire.

AMENDMENT NO. V

This AMENDMENT, dated as of January 1, 2019, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Berkshire Farm Center & Services for Youth, a not-for-profit corporation of the State of New York having its principal office at 1364 RTE 22, Canaan, New York 12029 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number COSS13000013 between the County and the Contractor, executed on behalf of the County on September 6, 2013, as amended by the amendment executed on behalf of the County on February 27, 2015, as amended by the amendment executed on behalf of the County on May 4, 2016, as amended by the amendment executed on behalf of the County on February 13, 2018, as amended by the amendment executed on behalf of the County on May 15, 2018 (the "Original Agreement"), the Contractor provides certain preventive services for the County in conformity with "The Family Connections Program", 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 September 1, 2013 through December 31, 2018;

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 Three Million Twenty Thousand Sixteen Dollars and 33/100 ($3,020,016.33) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to renew and amend the Original Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2019.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Five Hundred Eighty-Two Thousand Five Hundred Seventy-Two Dollars and 00/100 ($582,572.00), payable for Services rendered during the renewal term under this Amendment, 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 Three Million Six

Hundred Two Thousand Five Hundred Eighty-Eight Dollars and 33/100 ($3,602,588.33) (the "Amended Maximum Amount").

3. Budget. The budget referred to in Section 3 (f) of the Original Agreement and attached to the Original Agreement is amended to appear in its entirety for the renewal term under this Amendment, as set forth in Amended Exhibit "B" attached hereto (such amended budget, the "Amended Budget"). The Amended Budget may be modified from time to time upon request of the Contractor, subject to prior approval of the Department.

4. Compliance with Law. Section 6. Compliance with Law. of the Original Agreement is hereby amended to add sections 6. (e) and 6. (f) which shall read in their respective entireties as follows:

6.(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter.

6.(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described in this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

By: _____

Name: Carlton S. Mitchell

Title: Interim CEO | President

Date: 12/21/18

NASSAU COUNTY

By: _____

Name: Kyle Rose-Loader

Title: County Executive

Deputy County Executive

Date: May 29, 2019

PLEASE EXECUTE IN BLUE INK

141567

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 29 day of May in the year 2019 before me personally came Kyle Rose-Louder to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

TANYA L CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County
Commission Expires April 15, 2022

STATE OF New York)
)ss.:
COUNTY OF Columbia)

On the 21st day of December in the year 2018 before me personally came Carlton Mitchell to me personally known, who, being by me duly sworn, did depose and say that he or she resides (conducts business) in the County of Columbia; that he or she is the Interim CEO of Berkshire Farm Center (and Services for Youth), 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

SHARON MCCREDIE
Notary Public - State of New York
NO. 01MC6323790
Qualified in Columbia County
My Commission Expires Apr 27, 2019

AMENDED *Exhibit B*
January 1, 2019 to December 31, 2019

Nassau County Human Services
Universal Budget Form

Contract # _____

Contract Name: **Berkshire Farm Center & Services for Youth**

Program Name: **Nassau Family Connections 2018**

Budget Summary

Line #	Expense type	Total $
1a	Salary	$333,228
1b	Fringe	$113,297
1 Total	Personnel (Salary plus Fringe)	$446,525
2	Consultant(s)	$0
3	Travel / Per Diem / Transportation	$17,500
4	Equipment	$2,800
5	Supplies	$700
6	Contractual Services	$0
7a 7b	Rent Utilities	$25,000 $0
8	Department Specific Costs	$1,800
9	Other Costs	$21,225
10	Administrative Overhead	$67,022
	Gross Expenditures (Lines 1 – 10)	$582,572
11	Revenue, Income, Agency Contribution, Matches	$0
	Net Budget Total (Lines 1 – 10 minus line 11)	$582,572
	Agency Contribution	$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	$582,572

BERKFAR-02 MFRANZESE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 701 B St 6th Fl San Diego, CA 92101	CONTACT NAME: John Decatur PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: John.Decatur@alliant.com
INSURED Berkshire Farm Center & Services For Youth 13640 State Route 22 Canaan, NY 12029	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Insurance Company — 18058 INSURER B : Indemnity Insurance Company of North America — 43575 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC X OTHER:	X	X	PHPK2076148	12/31/2019	12/31/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG MOLESTATION SEX	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	PHPK2076148	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	PHUB704951	12/31/2019	12/31/2020	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WLR C66038245	12/31/2019	12/31/2020	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Commercial General L			PHPK2076148	12/31/2019	12/31/2020	Incidg Sexual Abuse	1,000,000
A	Commercial General L			PHPK2076148	12/31/2019	12/31/2020	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Nassau and Nassau County Department of Social Services are included as Additional Insured with respects to General Liability and Automobile Liability when required by written contract.

CERTIFICATE HOLDER

County of Nassau
Nassau County Department of Social Services
60 Charles Lindbergh Blvd.
Uniondale, NY 11553

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) BERKSHIRE FARM CENTER & SERVICES FOR YOUTH 13640 ROUTE 22 CANAAN, NY 12029 **Work Location of Insured** *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*	**1b. Business Telephone Number of Insured** 518-781-4567 **1c. Federal Employer Identification Number of Insured or Social Security Number** 141368125
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	**3a Name of Insurance Carrier** HARTFORD LIFE AND ACCIDENT **3b Policy Number of Entity Listed in Box "1a"** LNY638592 **3c Policy effective period** 07-01-2019 to 06-30-2020

4. Policy provides the following benefits:

- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:

- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 06-21-2019 *Elizabeth Tello*

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 553-8074 **Name and Title:** Elizabeth Tello – Assistant Director, Statutory Services

IMPORTANT: **If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.**

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed **By**

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number **Name and Title**

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

E-37-20

NIFS ID:CFPW20000005 Department: Public Works

Capital: X

SERVICE: Design Services-Resurfacing Phase 54-H61587-54C

Contract ID #:CFPW20000005 NIFS Entry Date: 15-JAN-20 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Material Adverse Information Identified? (if yes, attach memo):	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Louis K McLean Associates Engineers & Surveyors, PC**	Vendor ID#: [redacted]
Address: 437 South Country Road Brookhaven, NY 11719	Contact Person: [redacted]
	Phone: [redacted]

Department:
Contact Name: Daniel Wong
Address: NCDPW 1194 Prospect Avenue Westbury, NY 11590
Phone: 516-571-6886

Routing Slip

Department	**NIFS Entry: X**	**15-JAN-20 -- EKOBEL**
Department	**NIFS Approval: X**	**15-JAN-20 -- RDALLEVA**
DPW	**Capital Fund Approved: X**	**15-JAN-20 -- RDALLEVA**
OMB	**NIFA Approval: X**	**17-JAN-20 -- CNOLAN**
OMB	**NIFS Approval: X**	**17-JAN-20 -- NGUMIENIAK**
County Atty.	**Insurance Verification: X**	**16-JAN-20 -- AAMATO**
County Atty.	**Approval to Form: X**	**16-JAN-20 -- NSARANDIS**

CPO	**Approval: X**	**10-FEB-20 -- KOHAGENCE**
DCEC	**Approval: X**	**13-FEB-20 -- JCHIARA**
Dep. CE	**Approval: X**	**14-FEB-20 -- BSCHNEIDER**
Leg. Affairs	**Approval/Review: X**	**27-FEB-20 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: To retain professional engineering services for the design of resurfacing phase 54. Phase 54 includes Wantagh Avenue from Hempstead Turnpike to Park Avenue. These services include evaluating the condition of all existing curbs, curb ramps and driveway aprons and propose repairs/replacements of deteriorated cross-section elements. Services also include addressing drainage issues and repairing/replacing deteriorated concrete, among other responsibilities.
Method of Procurement: Procurement through an RFP was processed in accordance with DPW procedures for retaining professional services. RFP was issues 2/26/19 and the bids were due on 4/5/19. There were a total of seven bids received, with LKMA offering the best value to the County
Procurement History: Standard Nassau County Agreement format utilized. eProcure: 2/26/19 - 4/5/19 Newsday: 2/26/2019 NYS Contract Reporter: 2/26/2019 - 3/29/19
Description of General Provisions: The Request for Proposal (RFP) was prepared in conformance with the Departments Policy for assessing understanding, technical approach, statement qualification, firm capability and past relevant experiences. The RFP was posted on the Countys website utilizing E-Procure, New York State Contract Reporter and in Newsday. LKMA was technically ranked number two among the submittals from the seven firms. It was determined that the highest ranking firm did not take into consideration work associated widening and implementation of necessary traffic safety improvements. LKMA's staff and experience will provide the best value to the County. The proposed fee of $585,000 represents a fair fee for the proposed services.
Impact on Funding / Price Analysis: The maximum amount to be paid to the Firm for the Firm's services under this Agreement shall not to exceed Five Hundred Eighty Five Thousand Dollars ($585,000.00). Funds are available in capital project 61587. This contract currently has a 9% MWBE utilization
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	**61**
Resp:	**587**
Object:	**00002**
Transaction:	**CF**

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/61587/ 054/00002	$ 585,000.00
		$ 0.00
		$ 0.00

Project #:	**61587**
Detail:	**054**

RENEWAL	
% Increase	
% Decrease	

State	$ 0.00
Capital	$ 585,000.00
Other	$ 0.00
TOTAL	**$ 585,000.00**

		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 585,000.00

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND LOUIS K. MCLEAN ASSOCIATES ENGINEERS & SURVEYORS, P.C.

WHEREAS, the County has negotiated a personal services agreement with Louis K. McLean Associates Engineers & Surveyors, P.C. for the development of various reports and performing various services in connection with Resurfacing Phase 54, 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 Louis K. McLean Associates Engineers & Surveyors, P.C.

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Louis K McLean Associates Engineers & Surveyors, PC

2. Dollar amount requiring NIFA approval: $585000

Amount to be encumbered: $585000

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: 3 years from date of execution

Has work or services on this contract commenced? Y ____

If yes, please explain:

4. Funding Source:

General Fund (GEN)	Grant Fund (GRT)	
X Capital Improvement Fund (CAP)		Federal % 0
Other		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?	Y
Has NIFA approved the borrowing for this contract?	Y

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

To retain professional engineering services for the design of resurfacing phase 54. Phase 54 includes Wantagh Avenue from Hempstead Turnpike to Park Avenue.

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 Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberation s.

CNOLAN 17-JAN-20

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 Cou nty Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts for all relevant accounts and relevant Nassau County Legislature communication docu ments and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being su bmitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Jack Schnirman
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: Louis K McLean Associates Engineers & Surveyors, PC

CONTRACTOR ADDRESS: 437 South Country Road, Brookhaven NY 11719

FEDERAL TAX ID #: 11-2667189

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 2/26/19 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on 4/5/19 [date]. 7 [state #] proposals were received and evaluated. The evaluation committee consisted of: Rakhal Maitra, P.E., Deputy Commissioner; Richard Iadevaio, Jr., Superintendent of Highway & Construction; Harold T. Lutz, P.E., Director of Traffic Engineering and Garry Desyr, Civil Engineer II (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

10/12/5
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.***

Certificate of No Change Form

All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Raymond DiBiase state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Louis K McLean Associates Engineers & Surveyors, PC

Vendor's Address: 437 South Country Road Brookhaven NY US 11719

Vendor's EIN or TIN: 11-2667189

Forms Submitted:

Political Campaign Contribution Disclosure Form:
10/11/2019 08:54:19 AM

Lobbyist Registration and Disclosure Form:
09/09/2019 10:59:15 AM

Business History Form certified:
10/15/2019 12:14:43 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:
11/08/2019 09:40:08 AM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Raymond G. DiBiase, PE [RDIBIASE@LKMA.COM]	10/11/2019 09:09:28 AM
Robert Steele, PE [RSTEELE@LKMA.COM]	10/11/2019 08:59:30 AM

I, Raymond DiBiase hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Raymond DiBiase, PE

Name

President/CEO

Title

Louis K McLean Associates Engineers & Surveyors, PC

Name of Submitting Entity

12/31/2019 10:19:49 AM

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: 09/09/2019

1) Proposer's Legal Name: Louis K McLean Associates Engineers & Surveyors, PC

2) Address of Place of Business: 437 South Country Road

City: Brookhaven State: NY Zip Code: 11719

3) Mailing Address (if different): _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: 125571166

5) Federal I.D. Number: 112667189

6) The proposer is a: Corporation (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, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [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, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable

federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES [ ] NO [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.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

no conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

no conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

no conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

We would notify the County if we became aware of any conflicts of interest or appearance of a conflict. For a construction inspection project we would also notify the County if we had a conflict of interest with the contractor performing the work.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;
01/01/1959

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.
see attachment

iii) Name, address and position of all officers and directors of the company. If none, explain.
see attachment

iv) State of incorporation (if applicable);
NY

v) The number of employees in the firm;
93

vi) Annual revenue of firm;
13000000

vii) Summary of relevant accomplishments
see attachment

B. Indicate number of years in business.

69

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

see attachment

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	SCDPW		
Contact Person	William Hillman, PE		
Address	335 Yaphank Avenue		
City	Yaphank	State	NY
Telephone	(631) 852-4002		
Fax #			
E-Mail Address	william.hillman@suffolkcountyny.gov		

Company	NYSDOT		
Contact Person	Ken Murphy, PE		
Address	250 Veterans Highway		
City	Hauppauge	State	NY
Telephone	(631) 952-6654		
Fax #			
E-Mail Address	ken.murphy@dot.ny.gov		

Company	LIRR		
Contact Person	Gus DaSilva		
Address	8840 164th Street		
City	Jamaica	State	NY
Telephone	(718) 558-3731		
Fax #			
E-Mail Address	gdasilva@lirr.org		

I, Raymond DiBiase , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Raymond DiBiase , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Louis K McLean Associates Engineers & Surveyors, PC

Electronically signed and certified at the date and time indicated by:
Raymond DiBiase, PE [RDIBIASE@LKMA.COM]

President/CEO
Title

10/09/2019 01:13:12 PM
Date

Vendor Disclosure Statement Information

Table of Organization

Officers – 5% or more:

Raymond G. DiBiase, P.E. (86)
President and Chief Executive Officer
[redacted]

Robert A. Steele, P.E. (14)
Executive Vice-President and Secretary/Treasurer
[redacted]

Shareholders:

Raymond G. DiBiase, P.E.
Robert A. Steele, P.E.

Board of Directors:

Raymond G. DiBiase, P.E., President
Robert A. Steele, P.E., Vice-President and Secretary/Treasurer
Tamara L. Stillman, P.L.S., Assistant Secretary

Counsel:

L'Abbate, Balken, Colavita & Contini, LLP
[redacted]

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

LOUIS K MCLEAN ASSOCIATES ENGINEERS & SURVEYORS PC
437 SOUTH COUNTRY ROAD
BROOKHAVEN, NY 11719-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2018 TO 12/31/2020.

MARYELLEN ELIA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0014413

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

LOUIS K MCLEAN ASSOCIATES ENGINEERS & SURVEYORS PC
437 SOUTH COUNTRY ROAD
BROOKHAVEN, NY 11719-0000

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 08/01/2017 TO 07/31/2020.

MARYELLEN ELIA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0014047

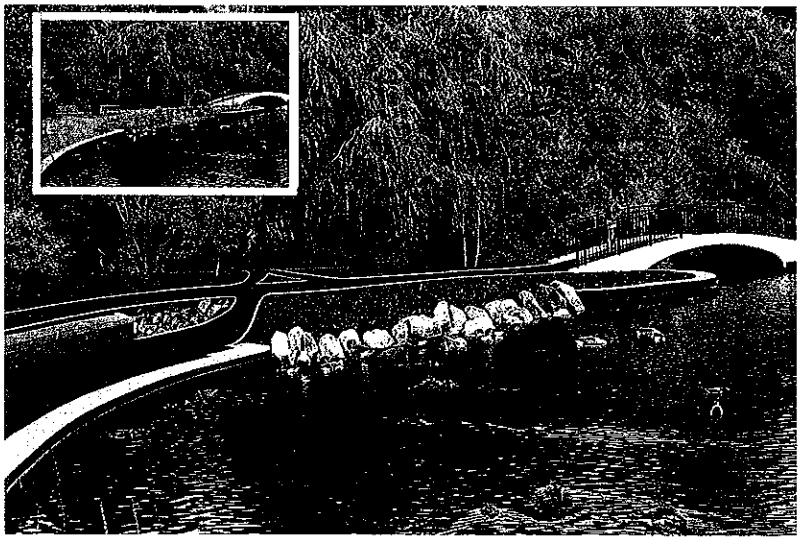
LKMA

TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

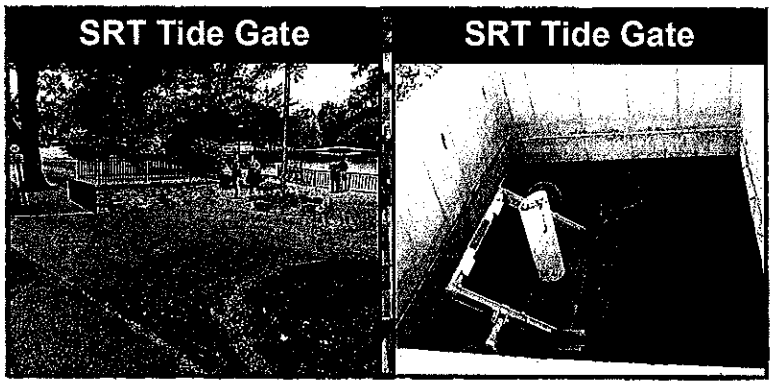
PROJECT NAME: SILVER LAKE DRAINAGE IMPROVEMENTS STUDY

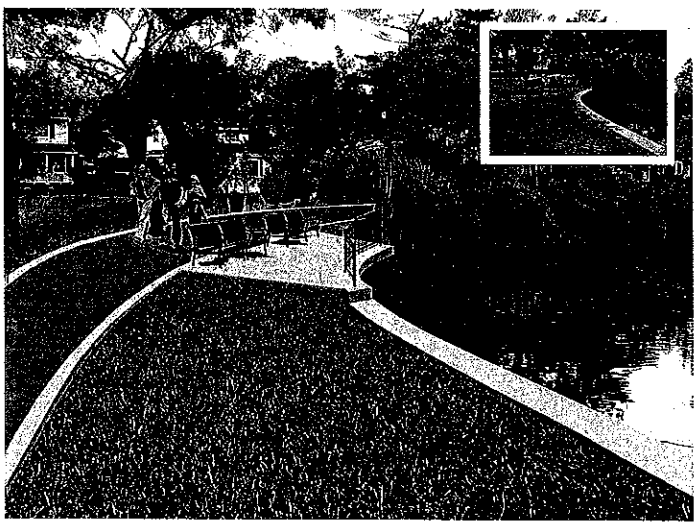
CLIENT REFERENCE: SEAN SALLIE
NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
516-571-9342

In 2018, the LKMA completed the Technical Design Report and the 30% Design Plans for the Silver Lake Drainage Improvements Project. This project required an extensive drainage inventory of the upland 2,675 acre watershed as well as creation of a drainage model that would analyze the existing drainage conditions and provide flood mitigation solutions that would fit into the County's limited funds for the project ($1.7 million). As a result of both the drainage study and heavy community participation, LKMA developed four high priority projects that will significantly reduce the occurrence of flooding, improve water quality and improve the overall aesthetics of the park.



- GOSR FUNDED
- STORMWATER MODELING
- HIGHWAY DRAINAGE
- 2018 COMPLETION
- $1.7 MILLION (EST CONSTRUCTION)





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TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

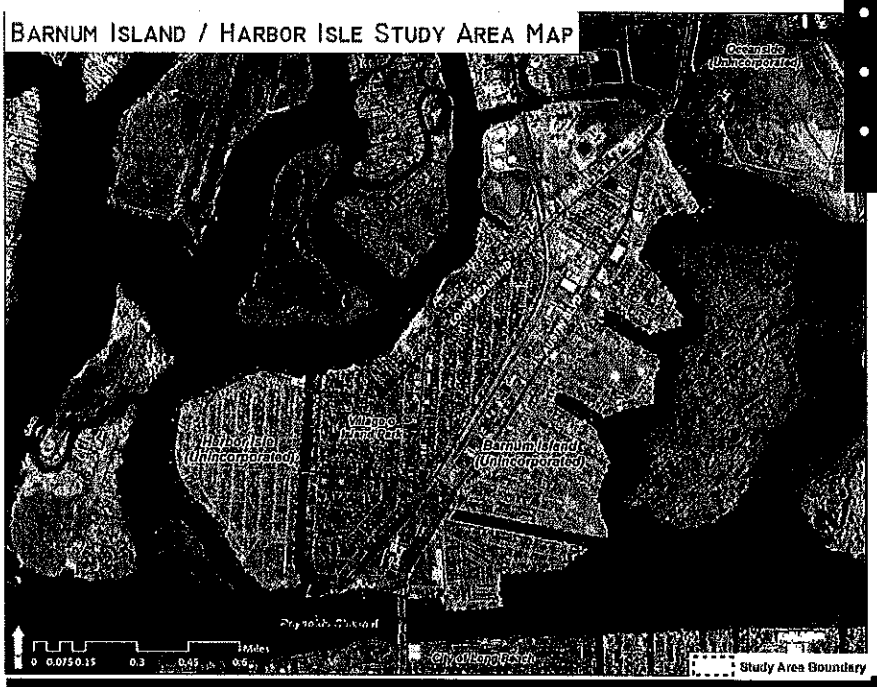
PROJECT NAME: BARNUM ISLAND / HARBOR ISLE DRAINAGE STUDY

CLIENT REFERENCE: SEAN SALLIE
NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
516-571-9342

LKMA was the Lead Consultant for this Governor's Office of Storm Recovery (GOSR)-funded project to investigate existing stormwater deficiencies within the Hamlets of Barnum Island and Harbor Isle, located in the Town of Hempstead; and identify flood reduction projects that, when implemented, will address the existing stormwater deficiencies. During the study phase of this project, the design team coordinated its efforts with the local municipalities including the Town of Hempstead, the Village of Island Park and Nassau County, and held meetings with community groups, including the Island Park Civic Association and the NYRCR Barnum Island/Oceanside/the Village of Island Park/ Harbor Isle Committee. The study evaluated the functionality of eleven (11) different drainage systems with outfalls located on Harbor Isle and thirty (30) drainage systems with outfalls located on Barnum Island. Proposed alternative improvements were developed to identify upgrades to the existing drainage infrastructure to accommodate the design criteria's rainfall and tidal events. An important aspect of the study was the prioritization of the proposed drainage improvement project locations, taking into consideration key variables such as magnitude of flooding, number of homes affected, significance of location (i.e. evacuation routes, schools, emergency services), cost and green infrastructure implementation. Proposed solutions include road raisings, check valves, and drainage system capacity improvements.

- GOSR FUNDED
- STORMWATER MODELING
- HIGHWAY DRAINAGE
- 2017 COMPLETION
- $10.5 MILLION (EST CONSTRUCTION)

BARNUM ISLAND / HARBOR ISLE STUDY AREA MAP



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LKMA TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

PROJECT NAME: NYS ROUTE 110 RECONSTRUCTION DRAINAGE IMPROVEMENTS, HUNTINGTON

CLIENT REFERENCE: GLENN MURRELL, PE
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
631-952-6018

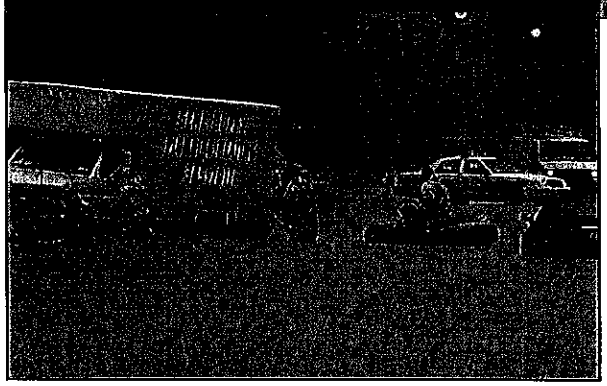
This project evaluated the development of feasible alternatives for roadway and significant drainage improvements on a 0.9 mile section of NYS Route 110 (New York Avenue) in the vicinity of Huntington Harbor, and developed plans for construction. The project area suffers from several contributing factors that create a complex flooding situation, including low and nearly flat elevations of the roadway; steep grade of the surrounding area; a 3,500 acre watershed area; high groundwater table; influence of tidal action due to proximity of the Huntington Bay; and significant development of the area and the stream parallel to Rte. 110.

Hydraulic and hydrologic modeling of the large urban watershed was performed using the USEPA SWMM program and an evaluation of stormwater treatment Best Management Practices was conducted. An innovative drainage solution, including upgrading the capacity of a parallel creek to accommodate stormwater flows, was developed. The project was awarded an "Evergreen" rating—the highest possible rating under NYSDOT's (Green Leadership In Transportation Environmental Sustainability)," a transportation environmental sustainability rating program.

WET POND—STORMWATER TREATMENT

- HYDRAULIC/HYRDOLOGIC MODELING
- USEPA SWMM PROGRAM
- AWARDED "EVERGREEN" RATING
- 2014 COMPLETION
- $21,000,000

PRE-CONSTRUCTION FLOODING



ENVIRONMENTALLY FRIENDLY TIDE GATES

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LKMA | TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

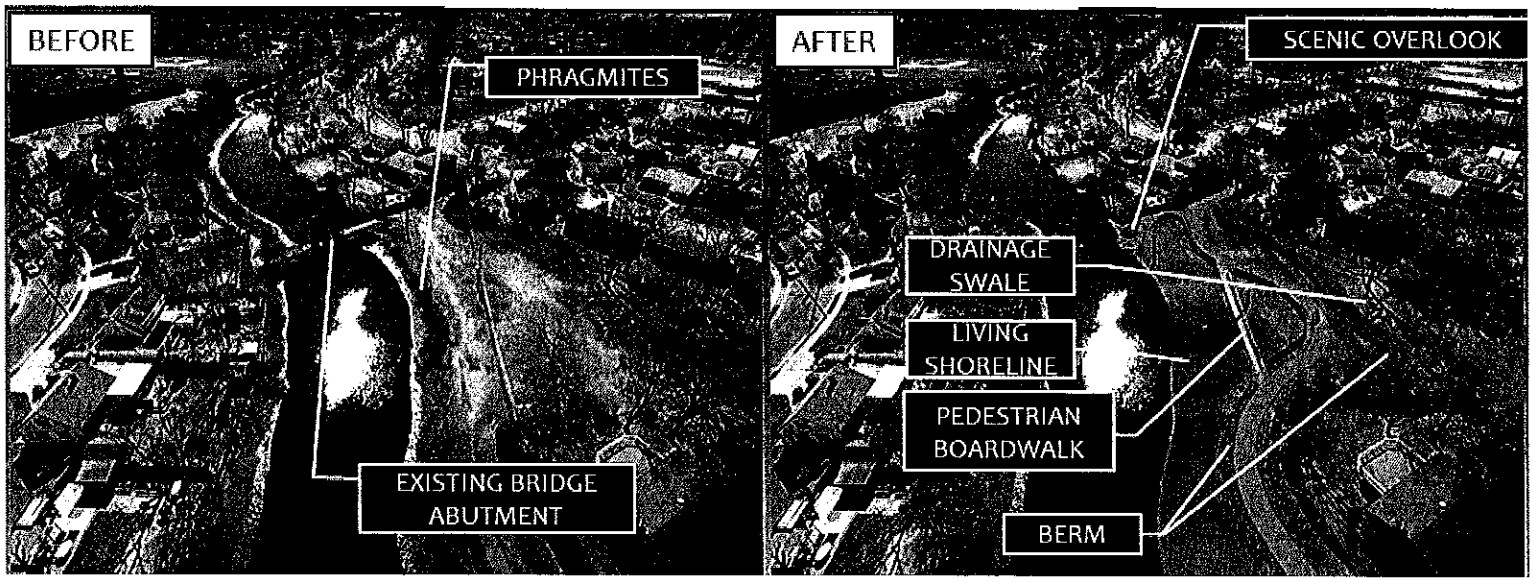
PROJECT NAME: 'PATH TO THE PARK' SHORELINE IMPROVEMENTS IN SOUTH VALLEY STREAM

CLIENT REFERENCE: JEFFEREY TIERNEY
DEPUTY COMMISSIONER / DEPARTMENT OF ENGINEERING
TOWN OF HEMPSTEAD
516-812-3483

LKMA is the Lead Consultant for this Governor's Office of Storm Recovery (GOSR)-funded project to restore the natural shoreline along Valley Stream from Cloverfield Road north to Mill Road and the adjacent 2,000 foot Path to the Park. A second component of this project is the replacement of the existing deteriorated timber bulkhead at Brook Road Park with a vinyl bulkhead anchored with helical earth anchors. The overall concept of the project is to remove invasive plant species and plant native wetland species that will create a living shoreline that utilizes a combination of both green and hardened features to re-establish the park's shorelines at a higher and more flood resilient elevation.

All proposed upland and wetland plantings were native plant species. Other improvements at the park includes the design of a scenic overlook, pedestrian boardwalk pollinator garden, kayak launch, osprey's nest and pocket-park.

- NYSGOSR
- TIMBER BULKHEAD REPLACEMENT
- WETLAND SPECIES
- SCENIC OVERLOOK
- 2019 SCEHDULED COMPLETION
- $3,300,000 CONSTRUCTION COST



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LKMA TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

PROJECT NAME: STORMWATER QUALITY IMPROVEMENTS NESSENGER CHEVROLET SITE

CLIENT REFERENCE: EDWARD MORRIS
COMMISSIONER OF PARKS & RECREATION
TOWN OF BROOKHAVEN
631-451-6140

Under a NY State Environmental Facilities Corporation Grant, LKMA developed plans and procured environmental permits for stormwater quality improvements at the site of a former Chevrolet dealer in Patchogue. In addition to establishing a wet meadow for stormwater treatment prior to its entering the adjacent Swan River, a passive-use park was created which showcases a variety of green infrastructure technics with educational signing that explains the features and benefits of the project. Other green infrastructure practices installed include a parking lot and maintenance road constructed of permeable pavers and a bio-retention basin. As part of this project, the original streambed of the Swan River was re-shaped to form a more natural cross sectional geometry and invasive plant species were removed and replaced with native wetland species. Other amenities include an ADA-accessible walking path and significant landscaping.

- STORMWATER TREATMENT
- GREEN INFRASTRUCTURE
- ENVIRONMENTAL PERMITTING
- ADA COMPLIANCE
- LANDSCAPING
- 2017 COMPLETION
- $1,000,000

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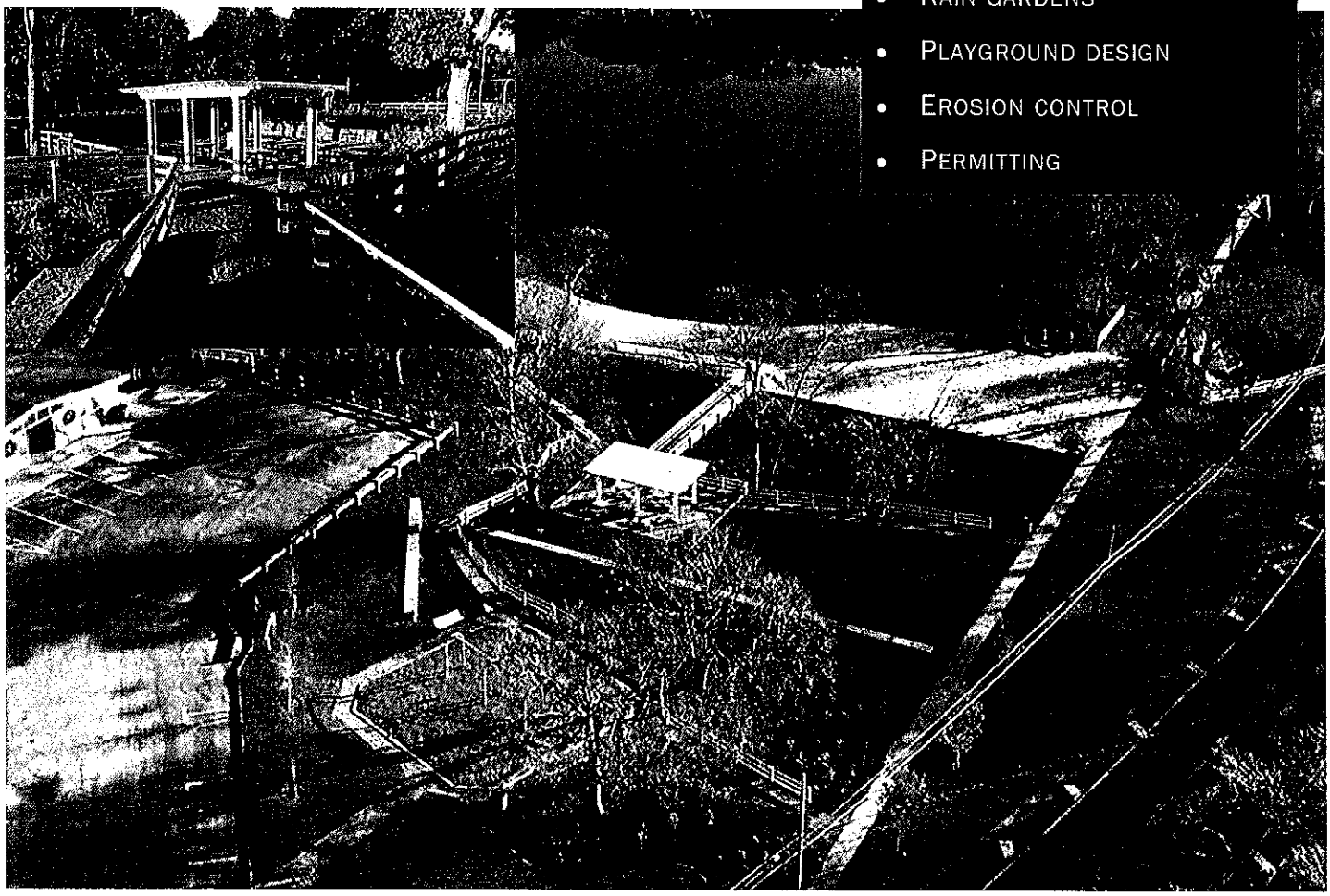
LKMA TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

PROJECT NAME: KALER'S POND SITE IMPROVEMENTS, MORICHES, NY

CLIENT REFERENCE: ED MORRIS, COMMISSIONER
TOWN OF BROOKHAVEN DEPARTMENT OF PARKS & RECREATION
631-451-6140

Design and permitting of new exterior site improvements to the existing grounds of the recreational facility in Moriches. The improvements were made along the existing sloped area between the existing comfort station building/parking lot and west edge of Kaler's Pond. The sloped area is difficult to vegetate and often is the subject of soil erosion. The improvements designed by LKMA included the construction of ramped paths, rain gardens and new playground areas that promote storm-water management, ADA accessibility and less maintenance to the park grounds. LKMA obtained the required environmental approvals from the NYSDEC's Freshwater Wetlands Division for the project. Project was completed in 2016.

- PARK DESIGN
- RAIN GARDENS
- PLAYGROUND DESIGN
- EROSION CONTROL
- PERMITTING



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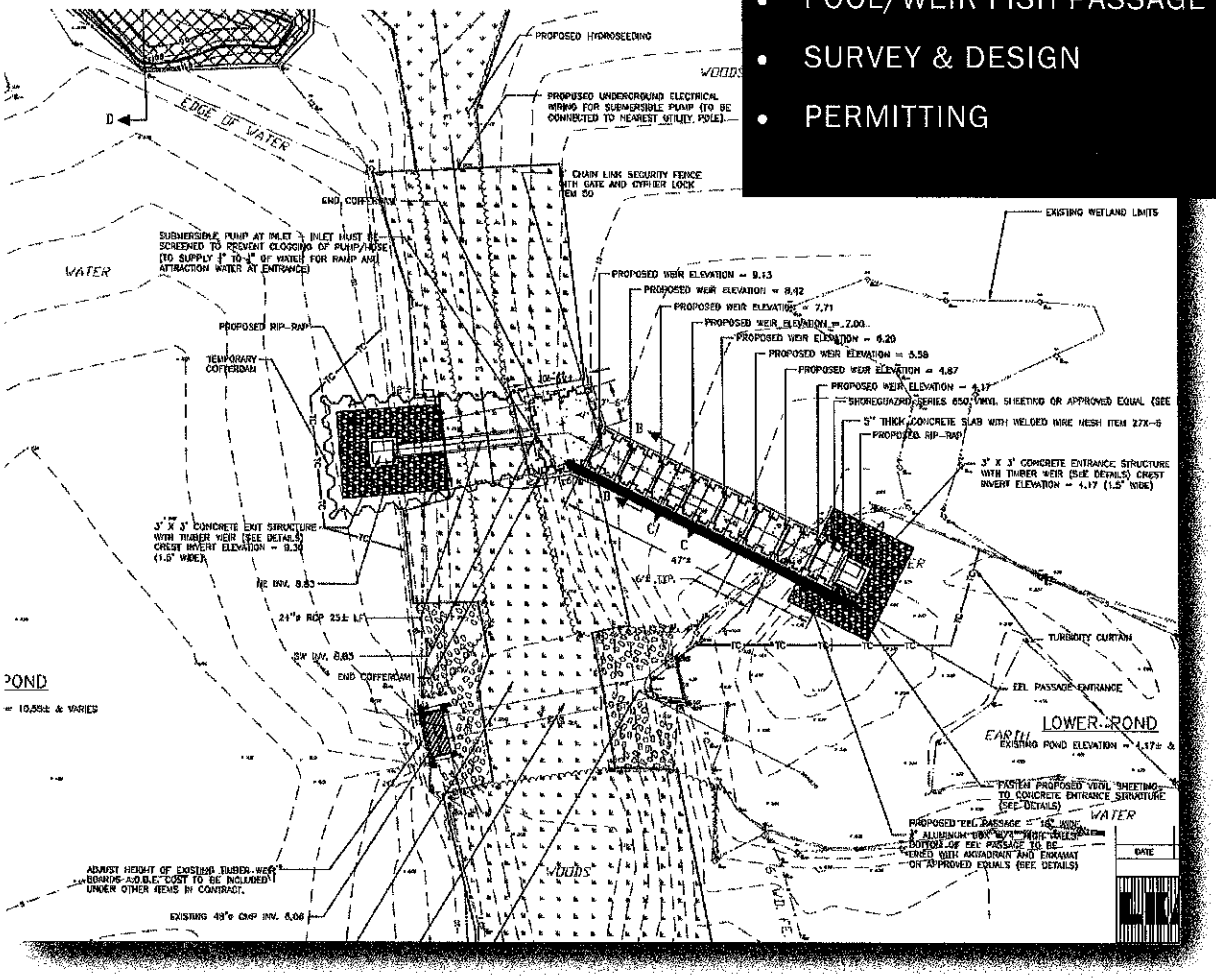
TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

PROJECT NAME: FISH LADDER AT WOODHULL'S DAM

CLIENT REFERENCE: KYLE SWARINGEN, PE
SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS
631-852-4078

LKMA is providing survey, design and permitting services necessary for the construction of a pool and weir fish passage at Woodhull's Dam located on the Little River, a tributary to the Peconic River in Southampton. The site is within Cranberry Bog County Park. Design of a fish passage will restore and improve the ecosystem and fisheries of the river, which contains State-designated Significant Coastal Fish and Wildlife Habitats. The fish ladder is a pool and weir style that will provide safe passage for the primary target species, including Alewife. A separate eel passage design was incorporated to accommodate the American eel.

- POOL/WEIR FISH PASSAGE
- SURVEY & DESIGN
- PERMITTING



Above is the General plan showing the proposed pool and weir fish passage at Woodhull Dam in Riverhead. The design has received concurrence from the U.S. Fish and Wildlife Service, USACOE permit and is currently being reviewed by the NYSDEC wetland and dam safety division.

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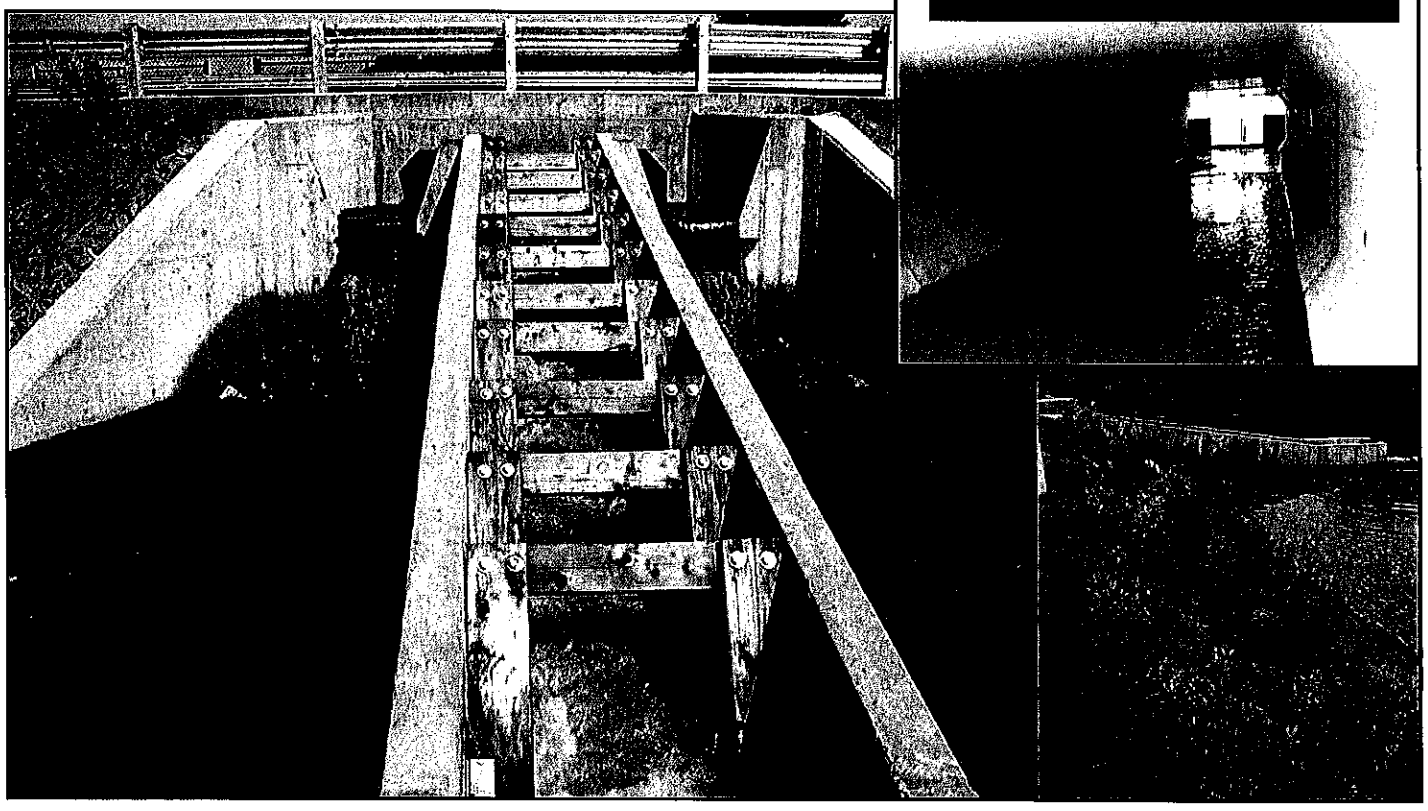
TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

PROJECT NAME: TRACTION BLVD CULVERT & FISH LADDER, PATCHOGUE

CLIENT REFERENCE: DAN LOSQUADRO, HIGHWAY SUPERINTENDENT
TOWN OF BROOKHAVEN DEPARTMENT OF HIGHWAY
631-451-9200

LKMA prepared design plans for the emergency replacement of an existing culvert below Traction Boulevard dam on Canaan Lake. In addition, LKMA coordinated utility relocations, and procured NYSDEC freshwater wetland permits and US Fish & Wildlife approvals. A unique feature of this project is the design of a "Denil" fish ladder as well as a separate an eel passage. The project involved the installation of a new precast concrete culvert structure adjacent to the existing damaged culvert which was demolished once the new culvert was completed. The project also involved the installation of additional drainage, new fencing, new timber bulkhead, guiderail, trash interceptor (rack) and new asphalt pavement. Challenging aspects of the project included the heavy dependency on Traction Blvd. relative to local traffic, dewatering and relocation of utilities above and below the proposed culvert. During construction, LKMA ensured that the contractor maintained detour routes, coordinated access with emergency responders and facilitated access at the end of each work day, which minimized complaints from residences and local businesses.

- DENIL FISH LADDER DESIGN
- CULVERT REPLACEMENT
- UTILITY COORDINATION
- BULKHEAD DESIGN
- PERMITTING



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TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

PROJECT NAME: BAY SHORE MILL POND, TOWN OF ISLIP

CLIENT REFERENCE: HARRY SUNDEN
TOWN OF ISLIP DIVISION OF ENGINEERING
631-224-5360

LKMA developed plans for the creation of a new pond located on the north side of Montauk Highway, west of Southside Hospital and along the Penataquit Creek in downtown Bay Shore. Construction of the pond required mitigation of contaminated soils, sediment sampling and analysis and disposal of the contaminated material at a facility off Long Island. The pond incorporated features such as native wetland and upland plantings, safety benches, boulders, bio-logs and outfalls into the existing fish ladder on the north side of Montauk Highway. LKMA was selected for this project by the Town of Islip because of their previous work on the NYSDOT Penataquit Creek Drainage Study, which created a detailed hydrologic and hydraulic model of the Penataquit Creek watershed.

- PERMITTING
- LANDSCAPE ARCHITECTURE
- REMEDIATION
- CONSTRUCTION INSPECTION / ADMINISTRATION
- 2013 COMPLETION
- $ 0.5 MILLION

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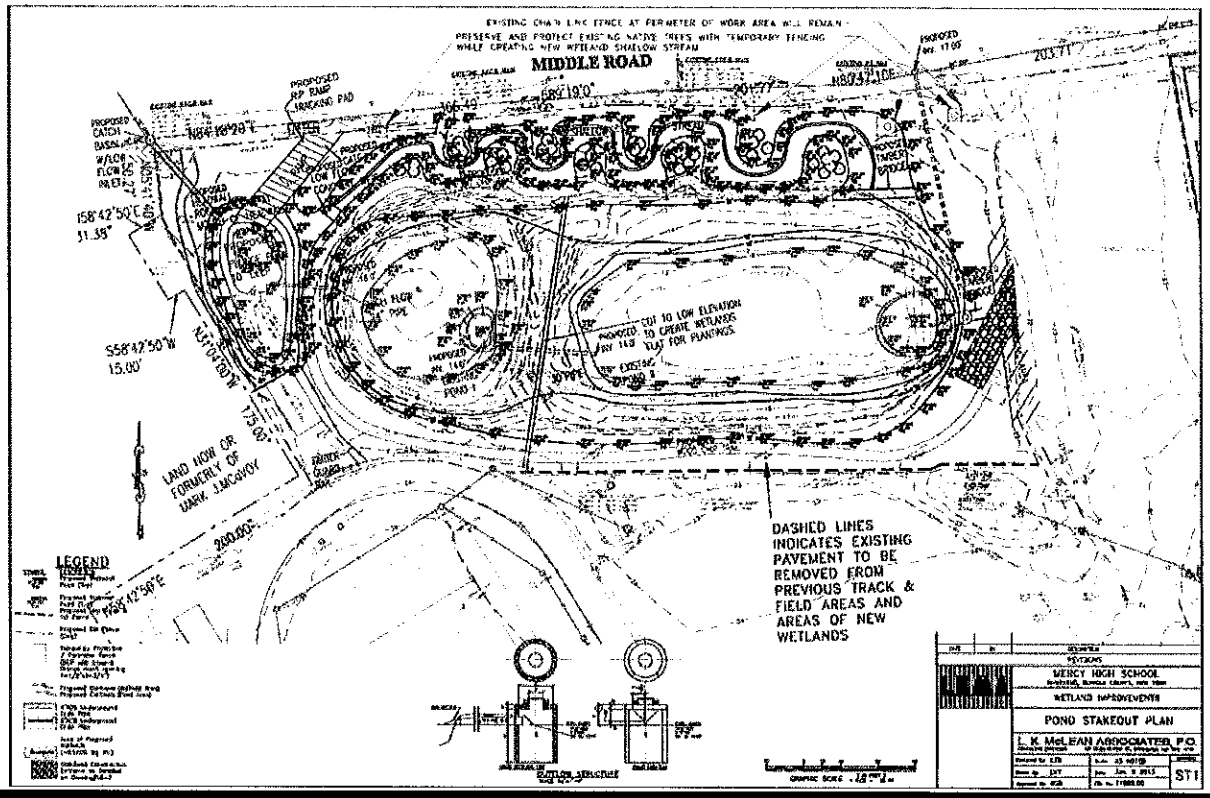
LKMA TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

PROJECT NAME: MCGANN MERCY HIGH SCHOOL WETLAND IMPROVEMENTS

CLIENT REFERENCE: CARL SEMMLER, PRINCIPAL
BISHOP MCGANN-MERCY HIGH SCHOOL

Design and permitting (freshwater wetlands and SWPPP acceptance) of new site improvements to the existing grounds of the McGann Mercy High School property in Riverhead. The improvements included the development of new wetlands within the footprint of the former running track. The new wetlands would be constructed in a manner that enables the school to collect and treat (through bio -remediation) its storm-water runoff from the site. The project allows stormwater from the Town road (Middle Road) to be managed by weir boards and treated on site through the new freshwater wetland vegetation that removes some pollutants from the storm-water runoff. The project will allow the filling of an existing artificial wetland (recharge basin) located in the northeast corner of the school property. LKMA obtained the required environmental approvals from the NYSDEC's Freshwater Wetlands Division and the Town of Riverhead's Engineering Department (Stormwater Management Office). LKMA obtained the required environmental approvals from the NYSDEC's Freshwater Wetlands Division and the Town of Riverhead's Engineering Department (Stormwater Management Office). LKMA also conducted weekly SWPPP Inspections.

- SWPPP INSPECTIONS
- WETLANDS
- BIO REMEDIATION
- ENVIROMENTAL PERMITTING



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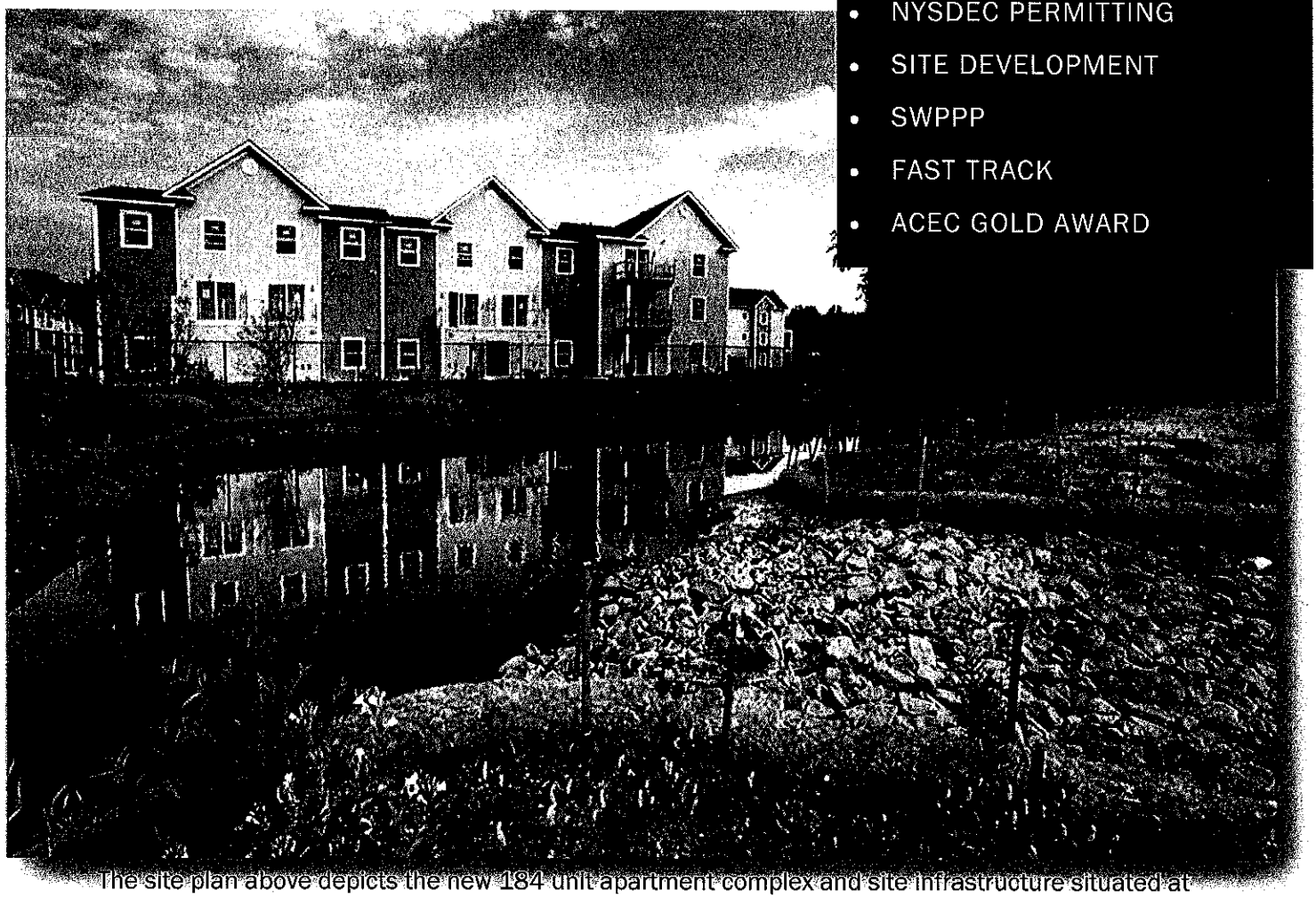
LKMA TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

PROJECT NAME: WINCORAM COMMONS (BROOKHAVEN BLIGHT TO LIGHT) APARTMENT COMPLEX—SITE/CIVIL PERMITTING DESIGN

LKMA was hired by Conifer Realty LLC in 2011 to prepare wetland mitigation plans, sanitary pump station & connection plans as well as all site civil aspects of the 184-unit apartment complex in Coram (Route 112 & Route25). The Town of Brookhaven has granted preliminary site plan approval and the NYSDEC has approved the wetland mitigation plans prepared by LKMA. The project design team consists of LKMA (engineering) and Kitchen Associates (architectural). Site civil design elements include grading, drainage, interior road design, traffic impact study, NYSDOT road & signal design, utility layout/ coordination, preparation of a storm-water pollution prevention plan, landscaping, site lighting, site access, parking and other site elements. LKMA's in-house surveying capabilities have enabled the fast-track project to quickly advance into final site plan design.

- WETLAND MITIGATION
- SANITARY PUMP STATIONS
- NYSDEC PERMITTING
- SITE DEVELOPMENT
- SWPPP
- FAST TRACK
- ACEC GOLD AWARD



The site plan above depicts the new 184 unit apartment complex and site infrastructure situated at the intersection of Route 112 and Route 25 in Coram known as Wincoram Commons.

437 SOUTH COUNTRY ROAD
BROOKHAVEN, NY 11719
(631) 286-8668

25 NEWBRIDGE ROAD, SUITE 304
HICKSVILLE NY 11801
(631) 286-8668

WWW.LKMA.COM

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [X] NO [ ] If yes, to what campaign committee?
County Exec Mangano, County Exec Laura Curran, Controller Jack Schnirman, Nassau County Republican Committee

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.

Electronically signed and certified at the date and time indicated by:
Robert A. Steele, PE [RSTEELE@LKMA.COM]

Dated: 10/11/2019 08:54:19 AM

Vendor: Louis K McLean Associates Engineers & Surveyors, PC

Title: Executive VP, Secretary, Treasurer

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

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.

none

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

none

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby. separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:
Raymond DiBiase, PE [RDIBIASE@LKMA.COM]

Dated: 09/09/2019 10:59:15 AM

Vendor: Louis K McLean Associates Engineers & Surveyors, PC

Title: President/CEO

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses. attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

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: Raymond DiBiase
Date of birth: [redacted]
[redacted]
Business Address: 437 South Country Road
City: Brookhaven State: NY Zip Code: 11719
Telephone: (631) 286-8668
Other present address(es):
City: State: Zip Code:
Telephone:
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	01/01/2018	Treasurer	
Chairman of Board		Shareholder	01/01/1995
Chief Exec. Officer		Secretary	01/01/2002
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.
partial owner - 86%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Raymond DiBiase, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Raymond DiBiase, PE , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Louis K McLean Associates Engineers & Associates, PC
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Raymond G. DiBiase, PE [RDIBIASE@LKMA.COM]

President / CEO
Title

10/11/2019 09:09:28 AM
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Robert A Steele, PE
Date of birth: [redacted]
[redacted]
[redacted]
Business Address: 437 South Country Road
City: Brookhaven State: NY Zip Code: 11719
Telephone: (631) 286-8668
Other present address(es):
City: State: Zip Code:
Telephone:
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	01/01/2018
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	01/01/2018
Chief Financial Officer		Partner	
Vice President	01/01/2018		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
14%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Robert A. Steele, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Robert A. Steele, PE , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Louis K McLean Associates Engineers & Surveyors, PC
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Robert Steele, PE [RSTEELE@LKMA.COM]

Executive VP, Secretary/Treasurer
Title

10/11/2019 08:59:30 AM
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Louis K McLean Associates Engineers & Surveyors, PC

Address: 437 South Country Road

City: Brookhaven State: NY Zip Code: 11719

2. Entity's Vendor Identification Number: 112667189

3. Type of Business: Other (specify) Prof Corp

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):

1 File(s) uploaded

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

see attached

1 File(s) uploaded

No shareholders, members, or partners have been attached to this form.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

none

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, ente "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any clien to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

none

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

none

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

none

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Raymond DiBiase, PE [RDIBIASE@LKMA.COM]

Dated: 11/08/2019 09:40:08 AM

Title: President/CEO

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Vendor Disclosure Statement Information

Table of Organization

Officers – 5% or more:

Raymond G. DiBiase, P.E. (86)
President and Chief Executive Officer
[redacted]

Robert A. Steele, P.E. (14)
Executive Vice-President and Secretary/Treasurer
[redacted]

Shareholders:

Raymond G. DiBiase, P.E.
Robert A. Steele, P.E.

Board of Directors:

Raymond G. DiBiase, P.E., President
Robert A. Steele, P.E., Vice-President and Secretary/Treasurer
Tamara L. Stillman, P.L.S., Assistant Secretary

Counsel:

L'Abbate, Balken, Colavita & Contini, LLP
[redacted]

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/8/2019

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 PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	CONTACT NAME: ALYSON GRAZIOSI PHONE (A/C, No, Ext): 516-869-8788 FAX (A/C, No): 516-470-0338 E-MAIL ADDRESS: AGRAZIOSI@CRPGRP.COM
INSURED Louis K. McLean Associates Engineers & Surveyors PC 437 S. Country Road Brookhaven NY 11719 LOUIS	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Berkshire Hathaway Specialty Insurance INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER: 1289715161** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROFESSIONAL LIABILITY			47EPP30517002	5/1/2019	5/1/2020	EACH CLAIM AGGREGATE	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Nassau County DPW
1194 Prospect Avenue
Westbury NY 11590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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LOUIKMC-01 FTANZOLA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER UNFCU Financial Services, LLC dba Industrial Coverage 62 South Ocean Avenue Patchogue, NY 11772	CONTACT NAME: PHONE (A/C, No, Ext): (631) 736-7500 FAX (A/C, No): (631) 736-7619 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Louis K. McLean Associates Engineers & Surveyors P.C. 437 South Country Road Brookhaven, NY 11719-9773	INSURER A : Continental Casualty Company	20443
	INSURER B : Continental Ins Co	35289
	INSURER C : Hartford Life and Accident Ins Co	70815
	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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		1034621966	5/1/2019	5/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			1081599422	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			1034621997	5/1/2019	5/1/2020	EACH OCCURRENCE AGGREGATE	$ 8,000,000 $ 8,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		202416544	5/1/2019	5/1/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
C	NY DBL / PFL			LNY315786	1/1/2020	1/1/2022	Statutory Limits	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Description: Phase 54

Nassau County DPW is included as additional insured for General Liability if required by written contract in accordance with the terms and conditions of the policy.

CERTIFICATE HOLDER

Nassau County DPW
1194 Prospect Avenue
Westbury, NY 11590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Louis K. McLean Associates Engineers & Surveyors, PC, a consultant engineering firm having its principal office at 437 South Country Road, Brookhaven, NY 11719 (the "Firm" or the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Firm 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 Firm 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. The term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate three (3) years from the Commencement Date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any work started by the firm, prior to the expiration date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. An Amendment will not be required for the sole purpose of extending the term of the contract.

2. Services.

(a) The services to be provided by the Firm under this Agreement consist of the development of a **Technical Design Report (TDR), ADA Report, Surveying Services, Detailed Design Plans, Construction Estimates, Specifications and Special Specification for Resurfacing Phase 54.** The specific work divisions and deliverables related to this

project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner or his or her duly designated deputy. The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, **the maximum amount to be paid to the Firm for the Firm's services under this Agreement shall not exceed Five Hundred Eighty Five Thousand Dollars ($585,000.00)** including contingency for additional expenses relating to reimbursable/out-of-pocket expenses, or unforeseen or unspecified work needed to meet the Scope of Work.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm 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 a progress report, in a form satisfactory to the County, indicating the percentage and description of work completed and other 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 Firm 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 Firm 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 Firm 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 Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any further documentation necessary to accomplish this.

(iv) The Contractor represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to or prevent the Contractor from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Contractor shall indemnify and hold the County harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Contractor hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent Contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent Contractor of the Firm (a "Firm Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendice (Appendix) "EE" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The
Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(g) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm 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 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 as related to Contractor's indemnification obligation pursuant to this section.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than 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.

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 Firm, (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 Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm'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 Firm 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 Firm 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 Firm'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 Firm 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 Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm 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 Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A122, "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 Firm 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 Firm 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 Firm shall allege that the above-described actions and inactions preceded the Firm'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 Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm 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 Firm 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 Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred Thirty-Three dollars and no cents ($ 533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if

required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally lefty blank}

IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

Louis K. McLean Associates Engineers & Surveyors, PC

By: _____

Name: Robert A. Steele

Title: Executive VP

Date: Nov. 4, 2019

NASSAU COUNTY

By: _____

Name: Deputy County Executive

Title: _____

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASS~~AU) Suffolk

On the 4th day of November in the year 2019 before me personally came Robert Steele to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County [redacted]; that he or she is the Exec. Vice President of L.K. McLean Assoc., P.C., 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 Christine Wiegand

CHRISTINE WIEGAND
NOTARY PUBLIC, State of New York
No. 01WI6210359, Suffolk County
Commission Expires August 17, 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 a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

EXHIBIT A

A.1 Division A Services

Condition Assessment and Evaluation

Evaluate the condition of the highway systems described in the Scope of Work for Phase 54 to identify necessary repairs and improvements to bring the highway system into a state of good repair and compliance within applicable codes and standards. At the minimum, it is anticipated that the scope of the project will involve the following:

Phase 54 Scope of Work

The scope of work involves the rehabilitation of existing roads to extend their service life and provide the appropriate pavement ride quality. Evaluation of the condition of all existing curbs, curb ramps and driveway aprons within the project limits, and within Nassau County's jurisdiction, and to propose repairs/replacements of deteriorated cross-section elements. Address all necessary drainage issues within the project corridor. Pavement marking design, as mandated by the MUTCD and the NYS Supplement, will also be required. All above work will be done per NYSDOT specifications and standards. The scope of work includes the following: repairs and/or replacement of deteriorated concrete panels and sealing of joints, asphalt resurfacing at specified locations within the project limits to extend the roadway service life. Traffic safety improvements will also be required at the intersection of Wantagh Avenue at Old Jerusalem Road and Gregg Court in Levittown.

Evaluation of all existing curbs, curb ramps and driveway aprons within the project limits, and within Nassau County's jurisdiction, and to propose repairs/replacements of deteriorated cross-section elements. Address all necessary drainage issues within the project corridor. Pavement marking design, as mandated by the MUTCD and the NYS Supplement, will also be required.

Phase 54

Road Name	Location	Bounds
Wantagh Avenue	Wantagh/Levittown	Hempstead Turnpike (SR 24) to Park Avenue

Preparation of Technical Design Report

Prepare a Technical Design Report for Phase 54 Wantagh Avenue Resurfacing and Traffic Safety Improvements. The Technical Design Report (TDR) is to include the following:

1. Evaluate the existing concrete and asphalt pavement, including the condition of the joints.

2. Description of existing conditions and deficiencies identified by the Firm.
3. Evaluate condition of trees and any interference that may impact resurfacing, curb and curb ramp repairs and report in a County format. Evaluation shall be certified by an arborist, horticulturist or landscape architect.
4. Perform accident analysis indicating polished conditions of roadway surface.
5. Inspect the drainage system, describe the system's condition and recommend any modifications considering intersection improvements.
6. Evaluate the condition of curbs and curb ramps (with regard to NYSDOT standards), paying careful attention for compliance with the American Disability Act (ADA) requirements. If traffic equipment is on or near ADA ramps coordination with Nassau County Traffic Department is required. Provide preliminary report (refer to section C-3 for detailed ADA Report).
7. Describe miscellaneous features, characteristics and condition.
8. Identify non-standard and non-conforming features.
9. Provide traffic sign inventory.
10. Prepare a utility investigation and locate all major utilities. Provide preliminary report.
11. Study the intersection of Wantagh Avenue at Old Jerusalem Road and Gregg Court in Levittown to develop alternatives to improve pedestrian and vehicular safety at the intersection. Collection of traffic data must be in compliance with the most recent version of New York State's Traffic Monitoring Standards for Contractual Agreements. All ATR data shall be submitted to the County in New York State Department of Transportation (NYSDOT) format for processing. Analysis must include the following:
    - 11.1. Perform turning movement counts (vehicles, buses, pedestrians and bicycles) for morning (7AM – 9 AM), midday (11AM – 1 PM) and evening (2PM – 6 PM). Weekend counts shall also be conducted on a Saturday (11AM – 2 PM). Turning movement count locations must be identified by the proposer and included in the proposal. Intersections to be counted, but not limited to Wantagh Avenue at Old Jerusalem Road and Gregg Court, Wantagh Avenue at Sand Hill Road, Wantagh Avenue at Southern State Parkway WB Entrance and Exit Ramps, Wantagh Avenue at Sarah Drive, Old Jerusalem Road at Wander Lane, Old Jerusalem Road at Water Lane, Old Jerusalem Road at Gardiners Avenue and Sand Hill Road and Sand Hill Road at Willowood Drive. Counts shall not occur during holidays or when schools are not in session.
    - 11.2. Nassau County will provide accident data within the project limits for a three-year period and the proposer will analyze the data by location, type, severity and other factors, as needed.
    - 11.3. Perform a School Specific Walkability Review for Jonas A. Salk Middle School and Macarthur High School; include routes to school map, crosswalk identification, crossing guard locations, pavement

markings and signage on County ROW, general description of operations at the schools, barriers and visibility obstructions and general recommendations.

11.4. Identify intersection improvement modifications that include, but not limited to converting the northbound protected/permissive left turn to a protected left turn and widening the eastbound approach/westbound departure. All intersection improvements must include, but not limited to the effect on the Southern State Parkway WB Exit Ramp, Sand Hill Road and the adjacent neighborhood, the adjacent schools and the emergency response of the Wantagh Fire Department; existing private property.

11.5. Conceptual design of proposed improvements, minimum of two alternatives; including Synchro network analysis of existing and proposed intersection improvements. Analysis must show effect proposed improvements have on the Southern State Parkway Exit Ramp, Sand Hill Road and the adjacent neighborhood.

11.6. Identify intersection improvements that include, but not limited to converting the northbound protected/permissive left turn to a protected left turn and widening the approaches. The analysis should include existing, 2020 No-Build and Build and +20 year No-Build and Build conditions.

12. Identify design standards, critical design elements and controlling parameters. Obtain concurrence from County on the aforementioned design criteria before evaluating repair/replacement options for the roadway.

13. Discussion of repair and improvement options based on Nassau County standards.

14. Explain what best practices and innovations are being recommended, if any.

15. Evaluate existing and any proposed signalized intersections for the inclusion of audible pedestrian signals.

16. Striping plan recommendations/modifications with input from Nassau County Traffic Engineering Unit.

17. Plan for maintenance and protection of traffic to implement the recommended option.

18. Identification and descriptions of studies, tests, technical surveys, etc. which will be required to determine the final design.

19. How the recommended projects will be coordinated with any other projects which may be planned within the project vicinity. Identify future plans for abutting roadway segments.

20. Discuss "Complete Streets" legislation.

21. Implementation of SWPPP.

22. Describe how the design approach to minimize traffic, environmental and commercial impacts during construction and night time work, if any.

23. Recommend preventative maintenance treatments.

24. Analyze the potential value of including a time-related contract provision, as described in NYSDOT "Guidelines for the Use of Time-Related Contract Provisions," NYSDOT EI 05-005.
25. Prepare a preliminary design indicating 30%, 75% and 100% deliverable dates and construction schedule.
26. Prepare a preliminary construction cost estimate and provide all back-up documentation.

Provide eight (8) copies of the draft TDR for review by NCDPW. Meet and confer with NCDPW and others as/if necessary, to discuss the parameters of the design and review comments on the draft TDR. Finalize the TDR incorporating any revisions and provide eight (8) paper copies and an electronic (*.PDF format) copy of the TDR.

A.2 Division B Services

ADA Report

The County will require a separate report with photo, GPS coordinates and description of every ramp of potential pedestrian crossing within the project limits. The description will indicate whether there is an ADA ramp at the studied location, if a ramp is there, the ramps percent of slope and drawing dimensions shall be included. The ramps that are not in compliance but can "easily" be brought into compliance will be addressed in this project indicating ramp type. Ramps that cannot be brought into compliance at this time shall be explained with justification. The format of the report will be provided by the County.

The chosen firm will be required to collect field data pertaining to ADA compliance using a County- supplied mobile application. The Consultants shall provide their own mobile device (must be equal to latest generation Apple or Android smartphone or tablet (preferred)) enabled with cellular data service (4G or higher). The number of mobile devices required will be determined by the firm based on the scale and scope of the data collection task and project timeline.

A.3 Division C Services

Surveying Services

AutoCAD plans are available with the County for review for Wantagh Avenue between Hempstead Turnpike (SR 24) and the Southern State Parkway North exit ramp. Firm will need to evaluate and update conditions of features noted in plans. The survey is based on LIDAR technology.

The Firm will be required to perform surveying services in order to extend available AutoCAD plans to the intersection of Wantagh Avenue and Park Avenue.

Upon Nassau County DPW approval, surveying procedures other than traditional methods will be accepted if the following basic requirements are satisfied.

A. Horizontal Control

Establish a precise base line with at least two ties into the Nassau County Geographic Information System (GIS), with a maximum error of closure of 1:50,000. The error of closure shall be distributed according to standard procedures and all angle points coordinated. Before the survey work is started, the Firm shall submit their procedure to the County for approval. The Firm shall use this base line as the reference line for locating all topography, and aboveground and underground facilities. The base line shall be monumented and referenced as necessary to later serve for laying out the construction. Traverse worksheets shall be submitted to the County for review, when completed. Where feasible, the theoretical grade line of the proposed improvement should be used for laying out the construction contract and for cross-sections. The theoretical grade line should be referenced to the aforementioned base line on the Coordinated Detail Map.

B. Vertical Control

Provide highest order vertical control system possible, with ties into the same two monuments of the Nassau County GIS as used for base line control, for topographic work and construction mapping. Benchmarks shall be established and documented within the project limits. They should be located in such a place so that they will not be destroyed by any anticipated construction work. Bench run worksheets shall be submitted to the County for review, when completed.

C. Base Map

The Base Map shall include all topographic data required for the preparation of detailed contract plans, including, but not limited to the following: horizontal control line and benchmarks; existing elevations obtained by cross sections at a maximum fifty foot stations with additional elevations on driveways, structures, steps, manhole covers, first floors, etc., and any abrupt changes in slope; underground utilities shall be plotted from survey of utility mark out; drain and sewer structures shall be opened to obtain inverts, pipe sizes and brickwork and plotted on profile portion of plan; house connections shall be plotted from information supplied by the respective sewer agency; buildings and other manmade structures shall be accurately plotted, described (number of stories, type of structure, etc.) and addressed on the plan. Topographical data shall be shown on the plans at a scale of one (1) inch equals twenty (20) feet or larger, as directed. For both the Base Map and Detail Map, existing line weight and numbers shall be fine and proposed details shall be bolder. Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

D. Detail Map (For Intersection Improvements)

Prepare a CAD generated coordinated Detail Map to three decimal places, showing all property line data relative to the survey base line, the proposed center line (or theoretical grade line), the existing and proposed right-of-way lines, and all parcels within the project limits. Said parcels shall be completely defined as per deeds, filed maps or other legal descriptions. This map shall be to a scale of one (1) inch equals twenty (20) feet, where possible, and shall include field measurements as well as computed values. Liber and Page of the document relating to the most recent ownership shall be shown on this map. Upon

acceptance of the Final Detailed Construction Drawings and Specifications, the Consultant shall submit a reproducible copy of the Detail Map which shall indicate field ties in detail for all critical base line stations, as well as coordinates for all property corners. These coordinates shall indicate existing field points, as well as final theoretical coordinates held. For both the Base Map and Detail Map, existing line weight and numbers shall be fine and proposed details shall be bolder. Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

E. Right-of-Way Maps (For Intersection Improvements)

1. Prepare a Right-of-Way Acquisition Map on 21 inch by 31-1/2 inch (border to border) standard size sheets showing the fee parcel (acquisition), highway easement, slope easement, drainage easement, sewer easement, working easement, release parcel, or excess parcel to be acquired at a scale of one inch equals twenty feet (1"=20') in accordance with the current standards of the Nassau County Department of Public Works. Changes to this scale require prior County approval.
2. Type a description of each parcel to be acquired using the heading shown on the Property Data Form (EXHIBIT "B") for each such parcel with information effective not more than thirty (30) days prior to the delivery of the said acquisition map to the Commissioner. Descriptions should be delivered to the County on a computer disc.
3. Supply on a computer disc, a list for each parcel in "Microsoft Excel" or approved equivalent format, all in accordance with County requirements. The information supplied for each parcel shall include the parcel number, name of owner, address of parcel, section, block, and lot of the parcel, and, if applicable, address of absentee owner.

A.4 Division D Services

Detailed Design Services & Construction Documents

Upon County written approval of the Technical Design Report (TDR), the Firm agrees to perform all the design services in connection with the preparation of detailed contract drawings, specifications, schedules and estimates, including all required permits, for Phase 54 Wantagh Avenue Resurfacing and Traffic Safety Improvements (the "Project") suitable for public bidding

A. Design Plans

The firm shall develop an alignment on the Base and Coordinated Detail Map to reflect the conceptual plan developed in the TDR that was approved by the Commissioner. Based upon the above criteria, the Firm shall:

1. Prepare preliminary graphic layout plans at a scale of 1"=20'. Changes to these scales require prior County approval.

Show on said plans the proposed alignment of the project area and adjacent site information including: roadway widths, typical sections, layout of drainage system, and limits of restoration, on the same drawing as the existing conditions. Existing line weight and numbers shall be fine and proposed details shall be bolder.

2. Prepare and submit a preliminary estimate of the construction cost of the project at current prices.

3. Submit the preliminary plans for approval by the Commissioner.

4. Based upon a visual inspection, supplemented by field investigation, considering all aspects of the proposed project the firm will provide a recommended engineering solution.

B. Soils Investigations and Reports

1. If necessary, and upon the written direction of the Commissioner and appropriation and encumbrance of funds for the purpose, the Firm shall prepare plans, specifications, and estimates of costs for soils investigations and take proposals from at least three boring contractors. Before awarding the boring contract, the Firm shall first obtain the approval of the successful bidder by the Commissioner.

2. Determine and stake out in the field the locations and depths at which the borings shall be made, observe the work of the boring contractor and the soils testing agency, analyze the information from these operations, and prepare a report thereon, complete with foundation recommendation.

3. This will be considered extra work, and contract Allowance will be utilized for reimbursement of this work.

C. Coordination with Public and Private Utilities & Municipalities

1. Contact all public utility agencies and private utility companies known to have installations in the construction area to determine the locations and sizes of all existing subsurface installations, and determine the scope of any future plans being considered in the area of the work. This data shall be further supplemented with data obtained by field reconnaissance.

2. Perform the necessary liaison work associated with relocation of utilities. However, the Firm shall not be required to design such relocation work, except where such installations are owned by municipalities or special districts. In the latter cases, the relocation shall be considered part of the design and the cost thereof shall be included in the Firm's estimate of construction cost. In either case, the Firm will be required to show on contract drawings existing, proposed, and/or relocated utilities.

3. Close coordination with Village, Town, etc. and other drainage projects in this area is anticipated.

D. Final Detailed Drawings and Specifications

Based upon written approval of the preliminary plans by the Commissioner, the Firm shall:

1. Prepare detailed contract plans at a scale of 1"=20' on 21" x 31-1/2" (border to border) standard size sheets and supporting data for each construction contract of the project in accordance with the current practice of the Nassau County Department of Public Works which originals shall be submitted by the Firm. Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format. Changes to this scale require prior County approval.

2. Prepare drawings, which shall include all plans, typical sections, structural details, MPT plans and detailed designs necessary to construct the project, and showing existing grades and proposed profile grades at least at every 50-foot station. If applicable, the soil boring log sheet information gathered under Task B- Soils Investigations and Reports shall be incorporated into the Design Plans.

3. Prepare detailed design drawings of each structure and its component parts and consisting of all plans, elevations, sections, and other drawings necessary for construction purposes.

4. Develop and tabulate an estimate of all items necessary to complete the work as shown on the construction plans with their corresponding estimated neat (before rounding) quantities.

5. Prepare a final estimate of construction costs based on current prices for neat quantities. **All back-up including material take-offs shall be submitted to County before bidding.**

6. Furnish all special specifications and addenda notes required to construct the project in addition to the standard specifications of the Nassau County Department of Public Works as contained in a book entitled "2009 Standard Specifications and Detail Sheets for Civil Engineering and Site Development" plus current amendments or new versions to same.

7. Develop and submit cross-sections for project work, prepared on a 10 x 10 grid cross-section paper, using a vertical scale of 1"=2' and a horizontal scale of 1"=5'. Areas of excavation and fill by classification shall be shown on these sheets. Such cross-sections, although required by the County, shall not be considered to be part of the contract plans. The cross-sections shall be delivered to the County, along with the contract plans, for the County's information and use.

The Firm shall adhere to the following requirements:

1. The contract drawings shall be prepared in an AutoCAD release acceptable to the County. The Contract drawings shall follow the standard sheets used by Nassau

County. The Firm shall furnish the contract drawings on CD-ROM and a flash drive.

2. Submittal of bid plans and master specification book in *.PDF format; as well as eight (8) hard copies of each full-size drawings and specification book.
3. Any bridges within the project limits shall not be paved. Design Drawings shall indicate paving limits as the edge of the bridge approach slab, the edge of the deck joint or as directed by the County.
4. Pavement marking design, as mandated by the MUTCD and the NYS Supplement, shall be done in coordination with the County's Traffic Engineering Unit.
5. During the preparation of these documents, the Firm shall perform the following services: Submit preliminary (30% design completion), draft bid (75% design completion) and pre-bid (100% design completion) full size plans and specifications for County review (eight (8) hard copy sets of each) and approval.
6. Attend design review meetings (maximum four [4] meetings) in order to review job progress and to resolve design and other questions. A representative of the Firm will prepare draft and final minutes of each meeting, and after County approval, distribute final minutes to all attendees.
7. Submit one (1) copy of a detailed construction cost estimate with all associated back-up documentation including quantity takeoff of materials, basis of pricing etc. The cost estimates will have a breakdown by Nassau County Specifications for each cost item in the estimate.
8. All documents regarding utility coordination and project related correspondence with Town, communities, etc. shall be provided in writing to Nassau County DPW, if so requested.
9. Prepare and submit the necessary environmental permits, if needed.
10. Prepare permit applications, correspondences, reports or submittals required by other agencies having jurisdiction. This work task will not be considered complete until it culminates in a permit or pre/post design approval by the appropriate agency or agencies. The Firm must be aware of the latest applicable codes and agency procedural requirements in order to expeditiously complete this design task. Correspondence shall be submitted directly to the agency for review/approval with at least two copies to the County, unless otherwise directed. Typical regulatory agencies involved in our Highway Engineering Projects may include, but will not be limited to, the following:
    a. New York State Department of Transportation
    b. Nassau County agencies
    c. Other Local agencies (Towns, Villages...)
11. Submit written responses to all County review comments.
12. Make periodic site visits as necessary for a complete understanding of the system operation.
13. Submittal of bid plans and a master specification book. The Firm shall have the required number of sets of bid documents printed without the assistance of the County.
14. Review all comments and/or questions posed by prospective bidders.
15. Prepare all necessary addenda to the contract documents.

16. Review all bid proposals received and provide a written recommendation regarding award of the construction contracts.
17. If requested, the Firm will provide copies of any and all design calculations
18. If requested, the Firm will assist the County should any design questions arise during construction.

If the total amount of the lowest responsible construction bids should exceed the final approved construction cost, which is based on the Firm's final construction cost estimate, by more than fifteen (15) percent, the County may require the Firm to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of construction. The Firm is responsible for obtaining construction budget information from the County prior to commencing work on the design.

In preparing the contract specifications, the County shall furnish the Firm with a copy of the standard contract "Front End" consisting of the Notice to Bidders, Instructions to Bidders, Agreement and General Conditions. The Proposal Forms, Special Conditions (Division 1) and all other sections of the technical specifications shall be developed by the Firm. The specifications shall be written following Nassau County Standards.

The County may provide the Firm with access to documents and plans that may be helpful in this project depending on availability.

FEDERAL AND/OR NY STATE REQUIREMENTS

Legal Compliance

Proposals submitted and subsequent design and related services must comply with all applicable Federal, State and local laws, rules, regulations, codes, ordinances, and standards. These may include but are not limited to New York State General Municipal Law, the New York State Environmental Quality Review Act (SEQRA), New York State Pollution Discharge Elimination System (SPDES), Local and State codes and ordinances, and all other applicable Federal, State, and local regulations. The Firm shall coordinate its design and related services with authorities having jurisdiction. All submittals and required permits by such authorities having jurisdiction shall be the responsibility of the Firm.

EXHIBIT B
Payment Schedule

A1. Division A. Technical Design Report (TDR)
For conducting the work as described under Exhibit A, Technical Design Report (TDR), the Firm shall be paid on a lump sum basis. The County shall pay the Firm a total amount not to exceed **Ninety Nine Thousand Dollars ($99,000.00)** for the Technical Design Report (TDR).

Payment at the time of submission of the Technical Design Report (TDR) will be compensated on the basis of Lump Sum with installments of up to 80% as determined by the percentage of work completed shown by submission of required progress reports as well as document submittals, and as approved by the Commissioner. After final acceptance by the Commissioner, 100% of the total anticipated fee will be made.

A2. Division B. ADA REPORT
For conducting the work as described under Exhibit A, ADA Report, the Firm shall be paid on a lump sum basis. The County shall pay the Firm a total amount not to exceed **Thirty Nine Thousand Dollars ($39,000.00)** for the ADA Report.

Payment at the time of submission of the Draft ADA Report will be compensated on the basis of Lump Sum with installments of up to 80% as determined by the percentage of work completed shown by submission of required progress reports as well as document submittals, and as approved by the Commissioner. After final acceptance by the Commissioner, 100% of the total anticipated fee will be made.

A3. Division C. SURVEYING SERVICES
For conducting the work as described under Exhibit A, Surveying Services, the Firm shall be paid on a lump sum basis. The County shall pay the Firm a total amount not to exceed **Eighty Four Thousand Dollars ($84,000.00)** for the Surveying Services.

Payment at the time of submission of the survey will be compensated on the basis of Lump Sum with installments of up to 80% as determined by the percentage of work completed shown by submission of required progress reports as well as document submittals, and as approved by the Commissioner. After final acceptance by the Commissioner, 100% of the total anticipated fee will be made.

A4. Division D. DETAILED DESIGN SERVICES & CONSTRUCTION DOCUMENTS
For conducting the work as described under Exhibit A, Detailed Design Services & Construction Documents, the Firm shall be paid on a lump sum basis. The County shall pay the Firm a total amount not to exceed **Two Hundred Fifty Nine Thousand Fifteen Dollars ($259,000.00)** for Detailed Design Services & Construction Documents.

Payment installments will be made up to 80% as determined by the percentage of work completed, as shown by the submission of required progress reports as well as design

document submittals, and as approved by the Commissioner. When the design for a construction contract has been fully completed and all necessary work has been accepted by the Commissioner, the Firm shall be paid any additional sum necessary to bring the payments up to 80% of the lump sum fee. Upon construction completion, the Firm shall be paid an additional sum to bring the final payment up to 100% of the lump sum fee.

If an award of contract is not made within two (2) years after the plans and contract documents have been completed and accepted in writing by the Commissioner, the Firm shall be deemed to have earned full payment for the design services the Firm shall be paid an additional sum to bring the total payments to 100% of lump sum fee.

PROPERTY ACQUISITION

It is assumed that 6 properties in the project limits will need acquisition/easement mapping and descriptions. Property acquisition over and above 6 properties will be paid under extra services.

B. EXTRA SERVICES & OUT OF POCKET EXPENSES

The following items are included in the Firm's fee, as an allowance, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's payment procedures. **Fifty Thousand Dollars ($50,000.00)** has been allocated under this Agreement as an allowance.

Extra Services performed, upon the written direction of the Commissioner, shall be paid for at the rate of Two point forty eight (2.48) times the direct salaries or wages paid to personnel for the actual time engaged in this phase of work.

The Firm shall be reimbursed at actual cost for the following expenses incurred in the interest of the project when authorized in writing by the Commissioner:

1. Transportation and living expenses for approved and required travel beyond a 50-mile radius of the job site with prior written approval of the Commissioner, and at rates established by the County for its own employees.

2. Additional models, renderings, and/or photographs than those requested herein.

3. Direct reimbursement of the cost of third-party testing and controlled inspection services.

4. Direct reimbursement of sub-surface exploration and mark-out services.

5. Direct reimbursement of the cost of arborist or other specialty consultant services.

6. Direct reimbursement of other authorized reimbursable expenses.

7. Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County

in excess of fifteen (15) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.

C. SUBCONTRACTOR COSTS AND SUBCONSULTANT CHARGES

The Firm shall be further reimbursed for the actual out-of-pocket expenses for subconsultants and subcontractors when authorized in writing by the Commissioner.

D. PAYMENTS TO THE FIRM

a. With regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. In the event there is no current Personnel List, or if an existing list is incomplete, then the Firm will submit either such Personnel List setting forth names, classifications, and hourly rates, or if necessary, submit a supplement to an active list, at the time the proposal is presented. In either case, the prior written approval of the Commissioner is required. It is the County's intention that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee on all current County agreements with the Firm.

At no time shall the salary times multiplier exceed one hundred and seventy-five dollars ($175.00) per hour for any employee or principal while engaged in a technical service.

b. The Firm may grant an employee a salary increase within a classification or by a change of classification. The intention to grant an employee a salary increase within a classification, or to change his or her classification, must be communicated in writing by the Firm to the Commissioner at least one month prior to the effective date of the increase or change of classification. The written approval of the Commissioner is required. If the Firm hires new employees to work on this project, such employees' names, their titles and proposed salaries, must receive prior written approval from the Commissioner.

c. Claims for services performed shall be accompanied by a certified statement setting forth the names of the persons performing the work, the title held by each person, their hourly rates, the number of hours worked, and the total compensation earned. All claims for compensation shall be made upon forms supplied by the County Comptroller and shall be approved for payment by the Commissioner or his designee. The payroll records of the Firm shall be available for inspection and audit as required.

Appendix "EE"

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall

not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list

signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from

M/WBEs is suggested to be included with the Best Effort Documentation c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods

but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

   Raymond DiBiase, PE (Name)

   437 South Country Rd., Brookhaven, NY 11719 (Address)

   631-286-8668 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ 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 by the Proposer/Bidder, describe below:

   N/A

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 Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

   N/A

5. Proposer/Bidder 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.

11/4/19 _____
Dated

_____
Signature of Chief Executive Officer

Raymond DiBase, PE
Name of Chief Executive Officer

Sworn to before me this
4th day of November, 2019.

_____
Notary Public

CHRISTINE WIEGAND
NOTARY PUBLIC, State of New York
No. 01WI6210359, Suffolk County
Commission Expires August 17 2021

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Brian J. Schneider, Deputy County Executive

FROM: Department of Public Works

DATE: November 25, 2019

SUBJECT: Design Services for Phase 54
Wantagh Avenue Resurfacing and Traffic Safety Improvements
RFP No. PW-H61587-54C
RECOMMENDATION OF AWARD

The Nassau County Department of Public Works (NCDPW) desires to procure Design Services for Wantagh Avenue Resurfacing and Traffic Safety Improvements, Phase 54. The scope of work includes the following: Repairs and/or replacement of deteriorated concrete panels and sealing of joints, asphalt resurfacing at specified locations within the project limits to extend the roadway service life. Evaluation of all existing curbs, curb ramps and driveway aprons within the project limits, and within Nassau County's jurisdiction to propose repairs/replacements of deteriorated cross-section elements. Address all necessary drainage issues within the project corridor. Pavement marking design, as mandated by the New York Manual of Uniform Traffic Control Devices (MUTCD) and the NYS Supplement, will also be required.

The "Request for Proposal" (RFP) was prepared in conformance with the Department's Policy for assessing understanding, technical approach, statement qualification, firm capability and past relevant experiences. The RFP was posted on the County's website utilizing E-Procure, New York State Contract Reporter, and in Newsday.

The County received seven (7) responses to the Request for Proposals (RFP), all the proposals were eligible for review.

The technical proposals were evaluated by professional staff within the Department: Rakhal Maitra, P.E., Deputy Commissioner; Richard Iadevaio, Jr., Superintendent of Highway & Construction; Harold T. Lutz, P.E., Director of Traffic Engineering and Garry Desyr, Civil Engineer II.

After tabulating the combined technical scores and establishing ranking order, as noted in the table below, it was determined that LKB Consulting Engineering (LKB) (88.25), L.K. McLean Associates, P.C. (LKMA) (82) and Hardesty & Hanover, LLC (H&H) (81), were respectively ranked the best three (3) technical proposals. The Committee after open discussion and deliberation, decided to open the cost proposals of the top three (3) rank firms.

The Committee after open discussion and deliberation determined that Hardesty & Hanover, LLC cost proposal for Division D Detail Design & Construction Documents was impractical. The TRC felt that the firm did not take into consideration the work associated with the anticipated acquisition of parcels required for widening and implementation of traffic safety improvements and opted not to request a BAFO from H & H. The TRC, after consultation, reached the conclusion that only the top two (2) ranked firms, LKB and LKMA, will need to submit a BAFO that includes all the associated costs for the assumptions made in the submitted proposal. Upon review of the submitted BAFO it was determined that LKMA's revised cost estimates was $266,000.00 lower than LKB. Following the evaluation of the submitted revised cost estimates, the Committee concluded that L.K. McLean Associates, P.C. with an overall cost of $531,000.00 represents the best value for the County.

For contracting purposes, a ten percent contingency will be added to LKMA's proposed amount, resulting in a contract award amount of $585,000.00.

SUBJECT: Design Services for Phase 54
Wantagh Avenue Resurfacing and Traffic Safety Improvements
RFP No. PW-H61587-54C
RECOMMENDATION OF AWARD

FIRM	AVERAGE	RANK	COST PROPOSAL	BAFO
LKB	88.25	1	$822,000.00	$797,000.00
LKMA	82.00	2	$544,000.00	$531,000.00
HARDESTY & HANOVER	81.00	3	$398,000.00	
LIRO	75.75	4		
CAMERON	74.75	5		
EN-TECH ENGINEERING PC	74.25	6		
D&B ENGINEERS AND ARCHITECT	70.50	7		

It is the Department's recommendation that L.K. McLean Associates, P.C. be retained for this contract. Funding for said services is available under Capital Project Number 61587.

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

Kenneth G. Arnold
Commissioner

KGA:RM:jd
c: Rakhal Maitra, Deputy Commissioner
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Harold T. Lutz, Director of Traffic Engineering
Andrea Pereira, Civil Engineer II
Garry Desyr, Civil Engineer II

APPROVED:

Brian J. Schneider 12/9/19
Brian J. Schneider Date
Deputy County Executive

DISAPPROVED:

Brian J. Schneider Date
Deputy County Executive

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: James Caruso, Construction Inspector I

FROM: Office of the Commissioner

DATE: April 13, 2018 **(Revised)**

SUBJECT: CSEA Sub-Contracting Approval
C17-059 – 61001-0XC – Design - Resurfacing - Wantagh Avenue Phase 54

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C17-059.**

Please prepare the necessary documentation to proceed with your work.

If you have any questions, please speak with Jonathan Lesman.

Kenneth G. Arnold
Commissioner

KGA:las
c: Rakhal Maitra, Deputy Commissioner
Loretta Dionisio, Hydrogeologist II
Garry Desyr, Civil Engineer II
Jonathan Lesman, Management Analyst II

C17-059

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: May 3, 2017

SUBJECT: CSEA Notification of a Proposed DPW Contract
Proposed Contract No: H61001-0XC
Project No. 61587

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services: Resurfacing Wantagh Avenue between Southern State Parkway and Hempstead Turnpike (SR24) in Wantagh and Levittown (approximately twelve [12] lane miles).

   Design of this mission will include the following: Resurfacing the existing road in order to extend service life. This maintains capacity while not increasing paved surfaces. New pavement markings are installed after the road is resurfaced. Resurfacing provides the motorist with a smooth road surface, and a clearly defined traveled way, which decreases accidents and driver frustrations. The existing drainage system will be evaluated for capacity and structural integrity. If this investigation of drainage system identifies a problem or cause safety concerns, improvements and repairs will be designed to eliminate the problem. Also, evaluation of all existing curbs, sidewalks, curb ramps and driveway aprons.

   Design of this is anticipated to involve a great volume of research, specialized staff knowledge and skills will be essential. The County has researched and performed various repairs. These in-house designs and construction activities have not completely eradicated the problems.

2. The work involves the following: Development of a complete package of bid documents including detailed design plans, an estimate and any non-standard specifications required.

3. An estimate of the cost is: $300,000.00

4. An estimate of the duration is: Ninety (90) Days

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.

Kenneth G. Arnold
Assistant to Commissioner

KGA:RM:WSN:ac

c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Robert Bedford, Office of the County Attorney
Rakhal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Diane Pyne, Unit Head, Human Resources Unit
Donna Boyle, Civil Engineer III
Loretta Dionisio, Hydrogeologist II
Jonathan Lesman, Management Analyst II
James Caruso, Construction Inspector I

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Robert A. Steele, PE, Executive Vice-President — 10/08/19

Name and Title of Authorized Representative — m/d/yy

Signature — 10/08/19 Date

Louis K McLean Associates Engineers & Surveyors, PC

Name of Organization

437 South Country Road, Brookhaven, NY 11719

Address of Organization

B.A.F.O.

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED DBE/MBE/WBE UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	Louis K McLean Associates Engineers & Surveyors, PC
Address (street/city/state/zip code):	437 South Country Road, Brookhaven, NY 11719
Authorized Representative (name/title):	Raymond DiBiase, PE, President/CEO
Authorized Signature:	
Contract Number:	PW H61587-54C
Contract/Project Name:	Phase 54 Wantagh Avenue Resurfacing
Contract/Project Description:	Design Services

Part 2- Projected DBE/MBE/WBE Contract Summary:

	Amount ($)		* Percentage (%)
Total Dollar Value of the Prime Contract	531,000		
Total DBE Dollar Amount	0	D/WBE DBE Contract Percentage	
Total MBE Dollar Amount	0	MBE Contract Percentage	
Total WBE Dollar Amount	43,390	WBE Contract Percentage	9.0
Total Combined D/M/WBE Dollar Amount	43,390	Combined D/M/WBE Contract Percentage	9.0

*Percentage based on Contract without Allowance

Part 3- DBE Information (use additional blank sheets as necessary):

DBE Firm	Description of Work (DBE)	Projected DBE Contract Amount($) and Award Date	DBE Contract Scheduled Start Date and Completion Date
Name: n/a Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 4- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount($) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name: n/a Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

B.A.F.O.

Part 5- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: KAG Engineering, PLLC Address: 210 Suydam Lane City: Bayport State/Zip Code: NY / 11705 Authorized Representative: K Blanchard Telephone No. 347.497.7940	WZTC, Construction Staging, Traffic Sign Inventory, Traffic Capacity & Safety Analysis	Amount ($): 30,110 Award Date: September 2019	Start Date: September 2019 Completion Date: September 2022
Name: Traffic Counts Collecting, Inc Address: 65-39 Maurice Avenue City: Woodside State/Zip Code: NY 11377 Authorized Representative: A Holuka Telephone No. 718.899.4522	Vehicular Traffic Counts	Amount ($): 13,280 Award Date: September 2019	Start Date: September 2019 Completion Date: September 2022
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

E-38-20

NIFS ID:CLPK19000013 Department: Parks

Capital:

SERVICE: Promotion & Tourism

Contract ID #:CQPK15000003 NIFS Entry Date: 07-NOV-19 Term: from 01-JAN-20 to 31-DEC-20

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) Material Adverse Information Identified? (if yes, attach memo):	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Discover Long Island, Inc.**	Vendor ID#: [redacted]
Address: 330 Motor Parkway Suite 203 Hauppauge, NY 11788	Contact Person: [redacted]
	Phone: [redacted]

Department:
Contact Name: Eileen Krieb
Address: Administration Bldg. Eisenhower Park E. Meadow, NY 11554
Phone: 516-572-0272

2020 FEB 28 D 2:23

Routing Slip

Department	**NIFS Entry: X**	**12-NOV-19 -- PABUFFOLINO**
Department	**NIFS Approval: X**	**12-NOV-19 -- LBARKER**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**12-NOV-19 -- IQURESHI**
OMB	**NIFS Approval: X**	**12-NOV-19 -- SJACOB**
County Atty.	**Insurance Verification: X**	**12-NOV-19 -- AAMATO**
County Atty.	**Approval to Form: X**	**12-NOV-19 -- DMCDERMOTT**

CPO	**Approval: X**	**08-JAN-20 -- KOHAGENCE**
DCEC	**Approval: X**	**08-JAN-20 -- JCHIARA**
Dep. CE	**Approval: X**	**09-JAN-20 -- BSCHNEIDER**
Leg. Affairs	**Approval/Review: X**	**28-FEB-20 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: This is an amendment to extend the term for an additional year to 12/31/20. This is an agreement with Discover Long Island to stimulate economic growth through fostering tourism and activities across Long Island. Discover Long Island markets, develops and administers programs and strategies designed to encourage tourism, business and sporting events in Nassau County
Method of Procurement: RFP was issued 8/21/14 through posting's on the County Website and Newsday. There was one proposal received and reviewed
Procurement History: RFP Issued 8/21/14; Original contact-CQPK15000003, Amendment 1-CLPK18000001
Description of General Provisions: Amended Term only for year 2020 Discover Long Island, formerly known as Long Island Convention and Visitors Bureau, Inc. markets, develops and administers programs and sales strategies designed to encourage, attract, solicit and promote meetings, convention business, tourism and sporting events with Nassau County
Impact on Funding / Price Analysis: same terms as previous amendment Max amount $800,000
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	**PK**
Resp:	**3110**
Object:	**DE500**
Transaction:	**109**
Project #:	
Detail:	

RENEWAL	
%	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 800,000.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 800,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	PKGEN3110DE500	$ 800,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 800,000.00

Increase			
% Decrease			

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND DISCOVER LONG ISLAND, INC., FORMERLY KNOW AS THE LONG ISLAND CONVENTION AND VISITORS BUREAU, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with the Discover Long Island, Inc. to provide tourism promotional services pursuant to Title 24 of the Miscellaneous Laws of Nassau County, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amended agreement with the Discover Long Island, Inc.

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. **Vendor:** Discover Long Island, Inc.

2. **Dollar amount requiring NIFA approval:** $800000

   Amount to be encumbered: $800000

   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: 1/1/20-12/31/20**
   Has work or services on this contract commenced? Y ____

   If yes, please explain: Original contact commenced 1/1/15

4. **Funding Source:**

X General Fund (GEN)	Grant Fund (GRT)	
Capital Improvement Fund (CAP)		Federal % 0
Other		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:**

   Amended Term only for year 2020

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 Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberation s.

IQURESHI 12-NOV-19

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 Cou nty Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts for all relevant accounts and relevant Nassau County Legislature communication docu ments and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being su bmitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Jack Schnirman
Comptroller

Redacted copy

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Discover Long Island formerly known as LICVB

CONTRACTOR ADDRESS: 330 Motor Parkway, Suite 203, Hauppauge, NY 11788

FEDERAL TAX ID #: 52-1137306

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 December 16, 2014, Amendment 1 within the scope of the contract CQPK 15000003 was executed on October 17, 2018.

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

11/9/19

Date

NOTE: *Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.*

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
Kristen Jarnagin [KJARNAGIN@DISCOVERLONGISLAND.COM]

Dated: 02/24/2020 02:08:46 PM

Vendor: Discover Long Island

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: Kristen Jarnagin
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/Terr.: [redacted] Zip/Postal: [redacted] Country: [redacted]
   Business Address: [redacted]
   City: [redacted] State/Province/Terr.: NY Zip/Postal: [redacted] Country: [redacted]
   Telephone: [redacted]
   Other present address(es):
   City: State/Province/Terr.: Zip/Postal: Country:
   Telephone:
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	11/02/2015	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	11/02/2015	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 notfor-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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other

type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Kristen Jarnagin , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Kristen Jarnagin , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Discover Long Island
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Kristen Jarnagin [KJARNAGIN@DISCOVERLONGISLAND.COM]

President/CEO
Title

10/29/2019 10:07:44 AM
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Nancy Costopulos
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country: [redacted]

Business Address: PO Box 430
City: Old Westbury State/Province/Territory: NY Zip/Postal Code: 11568
Country US
Telephone: 516-333-0048

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	01/01/2020
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type	Description	Start Date
Secretary		01/01/2020

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 notfor-profit organization other than the one submitting the questionnaire?

YES [X] NO [ ] If Yes, provide details.

I am currently the CEO of Old Westbury Gardens, a New York 501(c)3 organization.

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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Nancy Costopulos , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Nancy Costopulos , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Discover Long Island
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Nancy Costopulos [NCOSTOPULOS@OLDWESTBURYGARDENS.ORG]

Secretary
Title

01/07/2020 03:16:18 PM
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: mitchell pally
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
   Country: [redacted]

   Business Address: 1757-8 veterans memorial highway
   City: islandia State/Province/Territory: NY Zip/Postal Code: 11749
   Country US
   Telephone: 6312322345

   Other present address(es):
   City: State/Province/Territory: Zip/Postal Code:
   Country:
   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	11/01/2019
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 notfor-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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, mitchell pally , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, mitchell pally , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Discover long island
Name of submitting business

Electronically signed and certified at the date and time indicated by:
mitchell pally [MITCH@LIBI.ORG]

treasurer
Title

12/17/2019 12:48:37 PM
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: Paul Monte
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
   Country: [redacted]

   Business Address: Discover Long Island, 330 Motor Pkwy
   City: Hauppauge State/Province/Territory: NY Zip/Postal Code: 11788
   Country US
   Telephone: 631-951-3900

   Other present address(es):
   City: State/Province/Territory: Zip/Postal Code:
   Country:
   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	12/01/2017	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 notfor-profit organization other than the one submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   President, Montauk Chamber of Commerce

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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Paul Montemarano , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Paul Montemarano , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Discover Long Island
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Paul Montemarano [PAUL.MONTE@GURNEYSMONTAUK.COM]

Chairman
Title

11/26/2019 03:03:22 PM
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: 10/03/2019

1) Proposer's Legal Name: Discover Long Island, Inc.

2) Address of Place of Business: [redacted]

City: [redacted] State: [redacted] Zip Code: [redacted]

3) Mailing Address (if different): [redacted]

City: [redacted] State: [redacted] Zip Code: [redacted]

Phone: [redacted]

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: n/a

5) Federal I.D. Number [redacted]

6) The proposer is a: Corporation (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, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any

other government entity terminated?
YES [ ] NO [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, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [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.

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.

Every member of the board of directors must annually sign a conflict of interest form indicating they have no outside relationship, either familial or otherwise that would constitute a conflict of interest. These signed forms are kept on file in the DLI's office in Hauppauge.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;
09/28/1978

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.
See files attached.

No individuals with a financial interest in the company have been attached..

4 File(s) Uploaded

iii) Name, address and position of all officers and directors of the company. If none, explain.
See file attached.

First Name _____
Last Name _____
MI _____ Suffix _____
Address _____
City _____ State _____ Zip Code _____
Position _____

2 File(s) Uploaded

iv) State of incorporation (if applicable);
NY

v) The number of employees in the firm;
12

vi) Annual revenue of firm;
[redacted]

vii) Summary of relevant accomplishments
See attached file.

1 File(s) Uploaded

viii) Copies of all state and local licenses and permits.

1 File(s) Uploaded

B. Indicate number of years in business.

40

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Dscover Long Island is currently under contract with both Nassau and Suffolk Counties, The regional organization charged with furthering the $6.1 billion tourism economy. DLI contributes to the economic development and quality of life on Long Island by promoting the region as a world-class destination for visitors, meetings and conventions, trade shows, sporting events and related activities.

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 Suffolk County
Contact Person Lisa Black
Address [redacted]
City [redacted] State [redacted]
Telephone [redacted]
Fax #
E-Mail Address [redacted]

Company NYS Department of Economic Development
Contact Person Kelly Rabideau-Baquerizo
Address [redacted]
City [redacted] State [redacted]
Telephone [redacted]
Fax #
E-Mail Address [redacted]

Company Empire National Bank
Contact Person Janeet Weissman
Address [redacted]
City [redacted] State [redacted]
Telephone [redacted]
Fax #
E-Mail Address [redacted]

I, Kristen Jarnagin , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Kristen Jarnagin , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Name of submitting business: Discover Long Island, Inc.

Electronically signed and certified at the date and time indicated by:
Kristen Jarnagin [KJARNAGIN@DISCOVERLONGISLAND.COM]

President & CEO
Title

10/29/2019 10:13:34 AM
Date

DISCOVER LONG ISLAND
Board of Directors 2019

Chair
Paul Monte
General Manager
Gurney's Resort
[redacted]

Vice-Chair
Bryan Deluca
Executive Director
Atlantis Holdings LLC
[redacted]

Secretary
Nancy Costopulos
President/CEO
Old Westbury Gardens
[redacted]

Treasurer
Mitchell Pally (2019)
Suffolk County Representative - MTA
Chief Executive Officer
Long Island Builders Institute
[redacted]

Immediate Past Chair
Steve Bate
Long Island Wine Council
301 West 108th Street; Apt 9E
[redacted]

George Gorman (2021)
Regional Director
NYS Parks- LI Region
[redacted]

Matthew Cohen, Esq. (2021)
VP of Government Affairs & Communications
Long Island Association
[redacted]

Marc Weinstein (2020)
Owner
Mark of Elegance
[redacted]

County Representatives:
Lisa Black
Deputy County Executive, Chief of Staff
Suffolk County
100 Veterans Memorial Highway, 11th Floor
[redacted]

Andrew Goldstein
Nassau County Representative
1550 Franklin Avenue
[redacted]

DISCOVER LONG ISLAND
Board of Directors 2019

J. Grady Collin (2019)
General Manager
Garden City Hotel
[redacted]

Alan Fairbairn, CHIA, CHA (2019)
Associate Professor
New York Institute of Technology
[redacted]

Gail Lamberta (2019)
Associate Dean
St Joseph's College
[redacted]

Nancy Gilbert (2019)
Director of Marketing
Simon/Roosevelt Field Mall
[redacted]

Shelley LaRose Arken (2021)
Commissioner
Long Island MacArthur Airport
100 Arrivals Way
[redacted]

Gary Lewi (2020)
Executive Vice President
American Air Power Museum
[redacted]

[redacted]
Wilfred Joseph (2019)
Owner
Arbor View House B&B
[redacted]

Kristen Reyes (2019)
VP of Marketing & Events
Hotel Indigo East End
[redacted]

Gloria Rocchio (2020)
President
The Ward Melville Heritage Organization
[redacted]

Laura Mercogliano (2020)
Owner
Palms Hotel Group
[redacted]

Terrie Sultan (2019)
Executive Director
Parrish Art Museum
[redacted]

DISCOVER LONG ISLAND
Board of Directors 2019

Duncan Kennedy (2020)
Owner
Duncan Inn
[redacted]

Gus Montesantos (2020)
General Manager
Hilton Long Island
[redacted]

Michael Papierno (2021)
VP Of Sales & Marketing
Samar Hospitality
[redacted]

Tom Hermann (2021)
Dune Management
[redacted]

Victor Scotto (2021)
General Manager
Scotto Brothers/Fox Hollow
[redacted]

Dorothy Roberts (2021)
Vice President Hotel Operations
Oxford Hospitality Group
[redacted]isors.com

Ex- Officio
Mark Irgang
Long Island Hotel & Lodging Association
[redacted]

Cara Longworth
NYS Economic Development
150 Motor Parkway
[redacted]

Lisa Black
Deputy County Executive, Chief of Staff
Suffolk County
[redacted]

Andrew Goldstein
Nassau County Representative
[redacted]

George Gorman
NYS Parks- LI Region
[redacted]

Kristen Jarnagin
Discover Long Island
[redacted]

Summary of Relevant Accomplishments

The professional experience and knowledge of the Discover Long Island® senior staff is exemplified in the levels of demonstrable productivity outlined below:

Consumer advertising

- In 2019, Discover Long Island conducted a multifaceted advertising campaign in the Philadelphia market which delivered 8,136,100 targeted impressions. After campaign completion, for the months of June, July and August 2019, Philadelphia was the number one inbound visitation to Long Island for the first time ever.

- In 2018, Discover Long Island entered into partnership with the Professional Golfers Association (PGA) in order to assist in the organization and promotion of the 2019 PGA Championship played at Bethpage Black Course. 2019 advertising executions were placed in Golf Week and on CBS, driving 1,497,478 impressions. As a result of these cumulative year-long efforts, the PGA plans a continued partnership for the 2024 Ryder Cup at Bethpage.

- In 2019, major updates to www.discoverlongisland.com were made, including a content overhaul, enhanced partner accessibility, inclusion of user generated social content and a customized itinerary creation tool for visitors. The updates, combined with the organization's Search Engine Optimization, Pay-Per-Click and AdWords marketing campaigns have driven the site to #2 Google Ranking for search term "Long Island", behind only Google-backed Wikipedia.

Public Relations

- Over 400 earned media placements across print, digital and broadcast in both International and Domestic markets, including Vogue, Travel & Leisure, AFAR, Conde Nast Traveler, CNN Travel, The New York Times, ABC, NBC and CBS affiliates

- Audience of media reach was over 500,000,000 consumers

- Accolades: "Short Flight. Long Island." campaign, recipient of a Gold Adrian Award, and our public relations efforts highlighting Long Island's 150th Celebration of the Belmont Stakes, recipient of a Bronze Adrian Award.

Visitor Services

- Launched Mobile Visitor Center to act as vehicle of communication for the tourism industry across Long Island. Bringing an immersive visitor experience to the visitor directly by being present at major regional festivals.

- Launched Virtual Reality activation with two video options to help assist with visitor perception and understanding.

- Branded Long Island as a destination and represented the region at North America's number one consumer travel show, New York Times Travel Show.

- Launched Long Island, NY apparel, and collaborated with local brands and shops to authentically represent the destination.

- Distribution of Long Island Travel Guide to visitors by marketing inquiries, consumer tradeshows and regional visitor activations.

Corporate Group& Sports Events Sales

- To date in 2019, Discover Long Island™ sales initiatives have secured 72 leads which turned definite, resulting in 12,886 room nights for an economic impact of $19,822,241.75
- The organization has brought in 153 prospective leads to date in 2019 for a potential 27,583 room nights and a potential economic impact of $14,284,127.69

International Development

- In 2019, Discover Long Island secured international sales contracts with twenty new regional hotel properties, including ten Nassau properties

- In 2019, Discover Long Island brought in tour operators from China, Australia and the United Kingdom to tour Long Island properties and attractions in order to further promote offerings in those international markets

In 2017, the organization hired a German PR Agency of Record as well as a UK PR Agency of Record, marking the first time Long Island has ever had official representation in target international markets

In 2017, Discover Long Island™ developed a strategic alliance with New York City & Company to feature the Long Island region as the only region beyond New York City to be listed on its international travel trade website

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: DISCOVER LONG ISLAND, INC.

DOCUMENT TYPE: AMENDMENT (DOMESTIC NFP) COUNTY: NASS
PROCESS NAME

FILED:12/05/2016 DURATION:********* CASH#:161205000504 FILM #:161205000462

FILER:

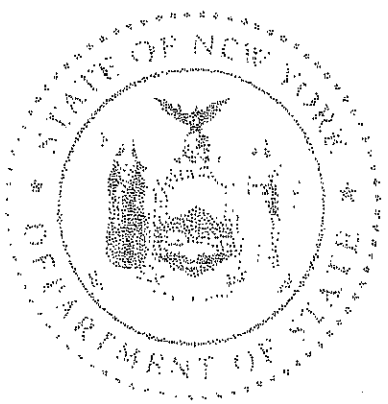
FARRELL FRITZ, P.C.
1320 RXR PLAZA

UNIONDALE, NY 11556

ADDRESS FOR PROCESS:

THE CORPORATION
330 MOTOR PARKWAY
HAUPPAUGE, NY 11788

REGISTERED AGENT:



SERVICE COMPANY: CORPORATION SERVICE COMPANY - 45 SERVICE CODE: 45

FEES	65.00	PAYMENTS	65.00
FILING	30.00	CASH	0.00
TAX	0.00	CHECK	0.00
CERT	0.00	CHARGE	0.00
COPIES	10.00	DRAWDOWN	65.00
HANDLING	25.00	OPAL	0.00
		REFUND	0.00

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STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on December 6, 2016.

Brendan W. Fitzgerald
Executive Deputy Secretary of State

Rev. 06/13

CSC 45
Drawdown

161205000 462

New York State
Department of State
Division of Corporations, State Records
And Uniform Commercial Code
99 Washington Avenue
Albany, NY 12231
www.dos.state.ny.us

CERTIFICATE OF AMENDMENT OF THE CERTIFICATE OF INCORPORATION OF LONG ISLAND CONVENTION & VISITORS BUREAU, INC.

Under Section 803 of the Not-for-Profit Corporation Law

FIRST: The name of the corporation is LONG ISLAND CONVENTION & VISITORS BUREAU, INC. The name under which the corporation was formed is LONG ISLAND TOURISM COMMISSION, INC.

SECOND: The certificate of incorporation was filed by the Department of State on SEPTEMBER 8, 1978.

THIRD: The law the corporation was formed under is the Not-for-Profit Corporation Law.

FOURTH: The corporation is a corporation as defined in subparagraph (5) of paragraph (a) of Section 102 of the Not-for-Profit Corporation Law.

FIFTH: the certificate of incorporation is amended as follows:

Article FIRST of the Certificate of Incorporation, relating to the name of the Corporation, shall be amended in its entirety. To accomplish the foregoing, Article FIRST is hereby amended in its entirety to read as follows:

"FIRST: The name of the Corporation is DISCOVER LONG ISLAND, INC."

SIXTH: The Secretary of State is designated as agent of the corporation upon whom process against it may be served. The address to which the Secretary of State shall forward copies of process accepted on behalf of the corporation is 330 Motor Parkway, Hauppauge, New York 11788.

SEVENTH: The Certificate of Amendment is authorized by a vote of a majority of the entire board of directors. The corporation has no members.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of the Certificate of Incorporation this 29 day of November 2016.

Name: Kristen Jarnagin.
Title: President

CSC 45
Drawdown

462

New York State
Department of State
Division of Corporations, State Records
And Uniform Commercial Code
99 Washington Avenue
Albany, NY 12231
www.dos.state.ny.us

CERTIFICATE OF AMENDMENT OF THE CERTIFICATE OF INCORPORATION OF LONG ISLAND CONVENTION & VISITORS BUREAU, INC

Under Section 803 of the Not-for-Profit Corporation Law

FILED BY:

1 cc

FARRELL FRITZ, P.C.
1320 RXR Plaza
Uniondale, New York 11556
Cost Ref: 3889441MRO

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED DEC 05 2016
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BY:

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COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Discover Long Island

Address: 330 Motor Parkway

City: [redacted] State: [redacted] Zip Code: [redacted]

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: [redacted] (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):

1 File(s) uploaded

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

See file attached

1 File(s) uploaded

No shareholders, members, or partners have been attached to this form.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

none

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

n/a

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

n/a

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

n/a

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Kristen Jarnagain [KJARNAGIN@DISCOVERLONGISLAND.COM]

Dated: 10/29/2019 02:31:57 PM

Title: President/CEO

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Chair
Paul Monte
General Manager
Gurney's Resort
[redacted]

Vice-Chair
Bryan Deluca
Executive Director
[redacted]

Secretary
Nancy Costopulos
President/CEO
[redacted]

Treasurer
Mitchell Pally
Suffolk County Representative - MTA
Chief Executive Officer
[redacted]

** All Loding Properties are Automatic Members of DLI by virtue of Lodging Tax, below are paying members of the organization.**

Account Name	Physical Address1	Physical Address 2	Physical City	Physical State	Physical Zip
380 Inn	380 Montauk Highway		Wainscott	NY	11975
434 On Main B&B	434 Main Street		Amagansett	NY	11930
9/11 Responders Remembered Park	316 Smithtown Blvd		Nesconset	NY	11767
A Butler's Manor	244 North Main Street		Southampton	NY	11968
A Southampton Long Island Hotel	450 County Rd. 39		Southampton	NY	11968
A Victorian on the Bay B&B	57 South Bay Avenue		Eastport	NY	11941
A Walk In The Woods B&B	9680 N. Bayview Road		Southold	NY	11971
A Wave Inn	32 South Elmwood Avenue		Montauk	NY	11954
Abbey Motor Inn	317 West Jericho Turnpike		Huntington	NY	11743
Adventureland	2245 Route 110		Farmingdale	NY	11735
All American Tours, Inc.	PO Box 10		Ellington	MO	63638
Allegria Hotel	80 West Broadway		Long Beach	NY	11561
ALON Marketing Group	Farmingdale		Farmingdale	NY	11735
American Airpower Museum at Republic Airport	1230 New Highway		Farmingdale	NY	11735
Americana Inn	727 Broadhollow Road		Farmingdale	NY	11735
Americas Best Value Inn - Port Jefferson Station	1371 Route 112		Port Jefferson Station	NY	11776
Americas Best Value Inn - Smithtown	755 Route 347		Smithtown	NY	11787
America's Roadside Motor Inn	3240 Route 112		Medford	NY	11763
Animal Farm Petting Zoo	296 Wading River Road		Manorville		11949
Arbor View House Bed and Breakfast	8900 Main Road		East Marion	NY	11939
Argonne National Laboratory	955 L'Enfant Plaza	Suite 6000	Washington	DC	20024
Art House Bed and Breakfast	9 Bon Pinck Way		East Hampton	NY	11937
Art League of Long Island	107 East Deer Park Road		Dix Hills	NY	11746
Arts In The Plaza	1 West Chester St		Long Beach	NY	11561
Assured Partners	100 Baylis Road	Suite 300	Melville	NY	11747
Atlantic Hotel	1655 County Road 39		Southampton	NY	11968
Atlantis Banquets & Events	431 East Main		Riverhead	NY	11901
Atlas Print Solutions	589 Eight Avenue, 4 Floor		New York	NY	10018
Azalea House Bed and Breakfast	1 Thomas Avenue		Shelter Island	NY	11964
Babylon IDA	47 West Main Street	Suite #3	Babylon	NY	11702
Baiting Hollow Farm Vineyard	2114 Sound Avenue	PO Box 245	Baiting Hollow (GPS locator Cal	NY	11933
Bambootique	318 Bay Walk		Ocean Beach	NY	11770
Barons Cove	31 West Water Street		Sag Harbor	NY	11963
Bassett House Inn	128 Montauk Highway		East Hampton	NY	11937
Battle Row Campground	1 Claremont Rd		Old Bethpage	NY	11804
Bay Park	199 4th Ave		East Rockaway	NY	11518
Bay Shore Inn	300 Bay Shore Road		Bay Shore	NY	11706
Bay Street Theater and Sag Harbor Center for the Arts	Bay Street and Main Street		Sag Harbor	NY	11963
Bay Watch Motel & Marina	72 Foster Avenue		Hampton Bays	NY	11946
Bayard Cutting Arboretum State Park	440 Montauk Highway		Oakdale	NY	11739
Bayport Heritage Association/Meadow Croft House Museum	Middle Road		Sayville	NY	11782
Bayview Resort	53 West Tiana Road		Hampton Bays	NY	11946
Beach Plum Resort	779 Old Montauk Highway		Montauk	NY	11954
Beachcombers Motel	727 Old Montauk Highway	P.O. Box 1447	Montauk	NY	11954
Beaver Dam Creek House	5 Pleasant Avenue		Westhampton	NY	11977
Bedell Cellars	36225 Main Road		Cutchogue	NY	11935
Bel Aire Cove Motel	20 Shinnecock Road	P.O. Box 420	Hampton Bays	NY	11946
Belle Crest Inn	168 North Ferry Road		Shelter Island Heights	NY	11965
Belmont Lake State Park	Southern State Pkwy exit 38		North Babylon	NY	11703
Belvedere B&B at Peconic	3070 Peconic Lane		Peconic	NY	11958
Bend In The Road Guest House	58 Spring Close Hwy		East Hampton	NY	11937
Benny Migs Photo	58 Waverly Ave		Patchogue	NY	11772
Bentley Hotel	161 Hill Station Road		Southampton	NY	11968
Best Eastern Motel	401 Montauk Hwy		East Quogue	NY	11942
Best Western Bar Harbour	5080 Sunrise Highway		Massapequa Park	NY	11762
Best Western Mill River Manor	173 Sunrise Highway		Rockville Centre	NY	11570
Best Western Woodbury Inn	7940 Jericho Turnpike		Woodbury	NY	11797
Bethpage Hotel	4107 Hempstead Turnpike		Bethpage	NY	11714
Bethpage State Park	99 Quaker Meeting House Road		Farmingdale	NY	11735

Black Dog Digital	621 Kalamath Street		Denver	CO 80204
Blakes Bed and Breakfast	77 Pantigo Road Rte. 27		East Hampton	11937
Blue Iris Bed & Breakfast	1100 Skunk Lane		Cutchogue	NY 11935
Blue Point Brewing Company	161 River Avenue		Patchogue	NY 11772
Blue Waters Hotel	642 Bayberry Walk		Ocean Beach	NY 11770
Bohlsen Restaurant Group	577 Maint Street		Islip	NY 11755
BOLD Media, LLC.	521 NY-111		Hauppauge	NY 11788
Booking.com USA Inc.	100 William Street	Suite 750	New York	NY 10038
Borellas Farmstand	485 Edgewood Avenue		St. James	NY 11780
Born Free Hotel	115 South Emerson Street	P.O. Box 675	Montauk	NY 11954
Bowen's by the Bays, Inc.	177 West Montauk Highway		Hampton Bays	NY 11946
Bowiero Corp	895 Walt Whitman Road		Melville	NY 11747
Breakers at Montauk	769 Old Montauk Highway		Montauk	NY 11954
Brentwood State Park	Crooked Hill Road		Brentwood	NY 11717
Brew Crew Cycles	205b Macy Ave		Riverhead	NY 11901
Bridge Gardens	36 Mitchell Lane		Bridgehampton	NY 11932
Bridgehampton Inn & Restaurant	2266 Main Street		Bridgehampton	NY 11932
Bridgeport/Port Jefferson Steamboat Ferry Company	102 West Broadway		Port Jefferson	NY 11777
Bridgeworks LLC	780 Long Beach BLVD		Long Beach	NY 11561
Brookhaven Gymnasium at Suffolk Community College	533 College Road Selden		Selden	NY 11784
Brookhaven IDA	One Independence Hill		Farmingville	NY 11738
Brookhaven National Laboratory	Building 400 C		Upton	NY 11973
Bruce Michael Guided Tours	327 Central Park West	Apt 2C	New York	NY 10025
Budget Host Inn	30 Moriches Road		Riverhead	NY 11901
Budget Inn - Huntington	665 West Jericho Turnpike		Huntington	NY 11743
Budget Inn Massapequa	400 Carman Mill Road		Massapequa	NY 11758
Budget Motel - Patchogue	479 West Main Street		Patchogue	NY 11772
Burcliffe by the Sea	397 Old Montauk Highway		Montauk	NY 11954
By the Bluff Bed & Breakfast	5405 Rocky Point Road		East Marion	NY 11939
c/o The Maidstone Hotel	207 Main Street		East Hampton	NY 11937
Caleb Smith State Park Preserve	Caleb Smith State Park Preserve	Jericho Turnpike	Smithtown	NY 11787
Candelite Inn & Guest House	3 South Ferry Road		Shelter Island	NY 11964
Canoe Place Inn c/o Rechler Equity Partners	85 South Service Road		Plainview	NY 11803
Cantiague Park	490 W John St.		Hicksville	NY 11801
Capri Lynbrook Motor Inn	5 Freer Street		Lynbrook	NY 11563
Capri Southampton	281 Country Road 39A		Southampton	NY 11968
Captain Lou Fleet & Sapphire Cruises	31 Woodcleft Avenue		Freeport	NY 11520
Captree State Park	Captree State Park,	Ocean Parkway	Babylon	NY 11702
Catamaran Mon Tiki	Montauk Yacht Club	32 Star Island Road	Montauk	NY 11954
Cathedral Pines County Park	Cathedral Pines County Park,	Yaphank-Middle Island Road	Middle Island	NY 11953
Caumsett Historic State Park	25 Lloyd Harbor Road		Lloyd Harbor	NY 11743
Cedar Beach Babylon	Ocean Parkway		Babylon	NY 11702
Cedar Creek Park	Cedar Creek Park,	Merrick Road	Seaford	NY 11783
Cedar House on Sound B&B	4850 Sound Avenue		Mattituck	NY 11952
Cedar Point County Park	5 Cedar Point Road		East Hampton	NY 11937
Centennial Park	Centennial Avenue		Roosevelt	NY 11575
Center for Science Teaching and Learning	1450 Tanglewood Road		Rockville Centre	NY 11570
Centerport Beach	Centerport Beach	Little Neck Road	Centerport	NY 11721
Chalet Inn and Suites	23 Centershore Road		Centerport	NY 11721
Chamber of Commerce of the Bellmores	2700 Pettit Avenue		North Bellmore	NY 11710
Chateau Briand	440 Old Country Road		Carle Place	NY 11514
Christopher Morley Park Golf Course	500 Searingtown Rd		North Hills	NY 11576
City Cellar	1080 Corporate drive		Westbury	NY 11590
City of Glen Cove IDA	City Hall	9 Glen Street	Glen Cove	NY 11542
Clarion Hotel and Conference Center	3845 Veterans Memorial Highway		Ronkonkoma	NY 11779
Claudio's Restaurant & Clam Bar	111 Main Street		Greenport	NY 11944
Clegg's Hotel	478 Bayberry Walk, Ocean Beach		Fire Island	NY 11770
Cliff & Ed's Campground	395 schoolhouse road		Cutchogue	NY 11935
Cliffside Resort Condominiums	61475 Route 48		Greenport	NY 11944
CM Performing Arts Center - Home of The Noel S. Ruiz Theatre and The Onyx Theatre	931 Montauk Hwy		Oakdale	NY 11769
Coastal Research and Education Society of Long Island, Inc.	PO Box 54		West Sayville	NY 11796

Coe Hall at Planting Fields Arboretum	1395 Planting Fields Road		Oyster Bay	NY	11771
Cold Spring Harbor Fish Hatchery & Aquarium	1660 Route 25A		Cold Spring Harbor	NY	11724
Cold Spring Harbor Laboratory	1 Bungtown Road		Cold Spring Harbor	NY	11724
Cold Spring Harbor State Park	Cold Spring Harbor State Park,	Main Street/ Route 25A	Cold Spring Harbor	NY	11724
Collseum Motor Inn	1650 Hempstead Turnpike		East Meadow	NY	11554
Colonial Shores Cottages & Marina	83 West Tiana Road		Hampton Bays	NY	11946
Comfort Inn Syosset	24 Oak Drive		Syosset	NY	11791
Commack Motor Inn	2231 Jericho Turnpike		Commack	NY	11725
Connetquot River State Park Preserve	Connetquot River State Park Preserve,	Sunrise Highway/Route 27	Oakdale	NY	11769
Cooperage Inn	2218 Sound Avenue		Calverton	NY	11933
Coopers Beach	268 Meadow Lane		Southampton	NY	11968
Copiague Chamber of Commerce	PO Box 8		Copiague	NY	11726
Coral House	70 Milburn Avenue		Baldwin	NY	11510
CoreysWave Professional Surf Instruction	PO BOX 2648		MONTAUK	NY	11954
Courtesy Inn	1126 Jericho Turnpike		Commack	NY	11725
Courtyard by Marriott Farmingdale	2 Marriott Plaza		East Farmingdale	NY	11735
Courtyard by Marriott Long Island MacArthur Airport	5000 Express Drive South		Ronkonkoma	NY	11779
Courtyard by Marriott Westbury	1800 Privado Road		Westbury	NY	11590
Courtyard Islip Courthouse Complex	11 Court House Drive		Central Islip	NY	11722
Cove Place Inn	15 Bay Avenue		Aquebogue	NY	11931
Cow Meadow Park	Cow Meadow Park,	South Main Street	Freeport	NY	11520
Cowfish New American Cuisine	258 E. Montauk Hwy		Hampton Bays	NY	11946
Cradle of Aviation	Charles Lindbergh Boulevard		Garden City	NY	11530
Crest Hollow Country Club	8325 Jericho Turnpike		Woodbury	NY	11797
Cross Sound Ferry Services, Inc.	41270 Route 25		Orient Point	NY	11957
Crow's Nest Inn	4 Old West Lake		Montauk	NY	11954
CSH The Whaling Muesum & Education Center	301 Main Street		Cold Spring Harbor	NY	11724
CTM Media Group	555 8th Avenue	Suite 2410	New York	NY	10018
Cupsogue Beach County Park	906 Dune Road		Westhampton	NY	11978
Daily News	4 New York Plaza		New York	NY	10004
Danfords Hotel & Marina	25 East Broadway		Port Jefferson	NY	11777
Daunt's Albatross Resort	44 South Elmwood Avenue		Montauk	NY	11954
Dave & Busters Islandia	1856 Veterans Memorial Highway		Islandia	NY	11749
Davis Park	Davis Park Beach,	Fire Island National Seashore	Town of Brookhaven	NY	11772
Days Inn - Copalgue	10-34th Street		Copiague	NY	11726
Days Inn at Woodbury	8030 Jericho Turnpike		Woodbury	NY	11797
Days Inn Hicksville	828 South Oyster Bay Road		Hicksville	NY	11801
Deepwells Farm County Park	Route 25A and Moriches Road		St. James	NY	11780
Deer Park Motor Inn	354 Commack Road		Deer Park	NY	11729
Delux Transportation	62-B Main Street		Port Washington	NY	11050
Dering Harbor Inn	13 Winthrop Road	PO Box 8028	Shelter Island	NY	11965
Dinghy Shop	334 South Bayview Ave		Amityville	NY	11701
Discover Long Island	330 Motor Parkway	Suite 203	Hauppauge	NY	11788
Discovery Maps	P.O. Box 1625		Sag Harbor	NY	11963
Discovery Wetland Cruises	Shore Rd. and Main Street		Stony Brook	NY	11790
DNA Learning Center	334 Main Street		Cold Spring Harbor	NY	11724
Doodle Dog Graphics	PO Box 720		Islip Terrace	NY	11752
Dover Caterers	27 St John's Place		Freeport	NY	11520
Dover Group	27 St. John Street		Freeport	NY	11520
Dream Event Planning	70 Milburn Ave		Baldwin	NY	11510
Driftwood on the Ocean	2178 Montauk Highway		Amagansett	NY	11930
DropDesk	780 Long Beach BLVD		Long Beach	NY	11561
Drossos Motel	Main Road Route 25	P.O. Box 70	Greenport	NY	11944
Duck Walk Vineyards	231 Montauk Highway		Water Mill	NY	11976
Duncan Inn at Jamesport	1399 Main Street		Jamesport	NY	11947
Dune Point	134 Lewis Walk		Cherry Grove	NY	11782
Dynasty Limousine	10 John Street		Babylon	NY	11702
East End Seaport Museum	3rd Street and Wiggins Street		Greenport	NY	11944
East End Tourism Alliance	431 East Main Street		Riverhead	NY	11901
East End Volleyball	P.O. Box 49		Hampton Bays	NY	11946
East Hampton Chamber of Commerce	58B Park Place		East Hampton	NY	11937

East Hampton Colonial Inn	108 Montauk Highway		East Hampton	NY	11937
East Hampton House	226 Pantigo Road	Suite 2	East Hampton	NY	11937
East Hampton Inn	490 Pantigo Road		East Hampton	NY	11937
East Hampton Point	295 Three Mile Road		East Hampton	NY	11937
East Hampton Village Bed and Breakfast	172 Newtown Lane		East Hampton	NY	11937
East Norwich Inn	6321 Northern Boulevard		East Norwich	NY	11732
East Quogue Chamber of Commerce	472 Montauk Highway	P.O. Box 877	East Quogue	NY	11942
East Wind Long Island	5720 Route 25A		Wading River	NY	11792
Eastern L.I. Kampgrounds	690 Queens Street		Greenport	NY	11944
Eastern Star Cruises Inc.	Glen Cove Ferry Terminal	73 Garvies Point Road	Glen Cove	NY	11542
Easterner Motel	639 Montauk Highway		Southampton	NY	11968
Econolodge Hicksville	429 Duffy Avenue		Hicksville	NY	11801
Edgewood Motel	38 Jericho Turnpike		Jericho	NY	11753
Edible East End, LLC.	15 Wooded Path		Sag Harbor	NY	11963
Eisenhower Park	Merrick Avenue and Park Boulevard	Eisenhower Park	East Meadow	NY	11554
Ellis House Bed & Breakfast	47100 Main Road		Southold	NY	11971
Event Kings	1010 Grand Blvd.		Deer Park	NY	11729
Exhibition Center at Suffolk Community College	Crooked Hill Road	Michael J. Grant Campus	Brentwood	NY	11717
Expedia	350 5th Ave	Suite 7220	New York	NY	10018
Extended Stay America - Bethpage	905 South Oyster Bay Road		Bethpage	NY	11714
Extended Stay America Efficiency Studios-Melville	100 Spagnoli Rd.		Melville	NY	11747
Fairfield Inn by Marriott - Medford	2695 Route 112		Medford	NY	11763
Family Affair	PO Box 1976		North Massapequa	NY	11758
Family Residences and Essential Enterprises, Inc	191 Bethpage-Sweet Hollow Road		Old Bethpage	NY	11804
Fig and Olive Inn	580 Skunk Lane		Cutchogue	NY	11935
Fire Island Ferries, Inc.	99 Maple Ave.		Bay Shore	NY	11706
Fire Island Hotel and Resort	25 Cayuga Walk		Fire Island	NY	11770
Fire Island Lighthouse	Robert Moses State Park	Field # 5	Fire Island	NY	11770
Fire Island Lighthouse Preservation Society, Inc.	4640 Captree Island		Captree Island	NY	11702
Fire Island National Seashore	Burma Road		Fire Island	NY	11782
Fire Island Real Estate	PO Box 333		Ocean Beach	NY	11770
First Glass Wine Tour	165 SECATOGUE LANE WEST		WEST ISLIP	NY	11795
Five Town Motor Inn	655 Rockaway Turnpike		Lawrence	NY	11559
Floral Park Motor Lodge	30 Jericho Turnpike		Floral Park	NY	11001
Fogo De Chao	235 Old Country Road		Carle Place	NY	11514
Food Done it? Edible Mystery Tours	33 East Main Street		E. Patchogue	NY	11772
Fordham House Bed & Breakfast	817 Main Street		Greenport	NY	11944
Forever Bungalows	765 Route 114		Sag Harbor	NY	11963
Four Points by Sheraton - Melville	333 South Service Road		Plainview	NY	11803
Fox Hollow Catering & Conference Center	7725 Jericho Turnpike		Woodbury	NY	11797
Freeport Inn & Marina	445 South Main Street		Freeport	NY	11520
Freeport Water Taxi & Tours	211 Woodcleft Avenue		Freeport	NY	11520
Gallery North	90 North Country Road		Setauket	NY	11733
Gansett Green Manor	273 Main Street	PO Box 799	Amagansett	NY	11930
Gardiner County Park	Gardiner County Park	Montauk Highway	Bay Shore	NY	11706
Garret H. Moore Cottages	1 Smith Lane	PO Box 38	Jamesport	NY	11947
Gateway Inn	1780 Sunrise Highway		Merrick	NY	11566
Geiger	24 Apricot Ct		Melville	NY	11747
Gertler Law Group LLC	90 Merrick Ave	Suite 400	East Meadow	NY	11554
Global Center for Hospitality at NYIT	Rte. 25A Weisser Library	Hospitality Studies, Room 337, 3rd Floo	Old Westbury	NY	11568
Golden Pineapple Bed & Breakfast	201 Liberty Avenue		Port Jefferson	NY	11777
Gon' local	18 Main Street	Suite 8	Sayville	NY	11782
Governor Alfred E. Smith Sunken Meadow State Park Golf Course	Sunken Meadow State Park	Sunken Meadow State Parkway	Kings Park	NY	11754
Grant Park	Broadway at Sheridan Avenue		Hewlett	NY	11557
Graybarn Cottage	31 North Main Street		East Hampton	NY	11937
Greater Long Island Running Club	101-24 Dupont Street		Plainview	NY	11803
Greater Patchogue Chamber of Commerce	15 North Ocean Avenue		Patchogue	NY	11772
Greater Port Jefferson Chamber of Commerce	118 West Broadway		Port Jefferson	NY	11777
Greenport Harbor Brewing Company	234 Carpenter Street		Greenport	NY	11944
Greenview Inn	1433 West Main Street		Riverhead	NY	11901
Greg DeClemente - Individual Membership	1010 Northern Boulevard	Suite 228	Great Neck	NY	11021

Grove Hotel	Dock Walk	P.O.Box 4199	Cherry Grove	NY	11782
Grumman Memorial Park	Rte. 25 and Rte. 25A		Calverton	NY	11933
Guild Hall of East Hampton	158 Main Street		East Hampton	NY	11937
Gurney's Montauk Resort & Seawater Spa	290 Old Montauk Highway		Montauk	NY	11954
Gurney's Star Island Resort & Marina	P.O. Box 5048	32 Star Island Road	Montauk	NY	11954
H2O Seafood and Sushi: East Islip	166 W MAIN Street		East Islip	NY	11730
H2O Seafood and Sushi: Smithtown	215 West Main Street		Smithtown	NY	11787
Hampton Hamlet Inn	300 Montauk Highway		Southampton	NY	11968
Hampton Inn and Suites Rockville Centre	125 Merrick Road		Rockville Centre	NY	11570
Hampton Inn Brookhaven	2000 North Ocean Avenue		Farmingville	NY	11738
Hampton Inn Commack	680 Commack Road		Commack	NY	11725
Hampton Inn Garden City	1 North Avenue		Garden City	NY	11530
Hampton Inn Islandia	1600 Veterans Memorial Highway		Islandia	NY	11749
Hampton Inn Jericho / Westbury	120 Jericho Turnpike		Jericho	NY	11753
Hampton Jitney, Inc.	395 County Road 39A		Southampton	NY	11968
Hampton Ocean Resort	38 Dune Road		East Quogue	NY	11942
Hamptons Brazil Guest House	26 Royal Street		East Hampton	NY	11937
Hamptons International Film Festival	79 Newtown Lane		East Hampton	NY	11937
Hamptons Visitors Council	Po Box 908		Southampton	NY	11968
Harbes Family Farm & Vineyard	715 Sound Avenue	P.O. Box 1524	Mattituck	NY	11952
Harbor Club at Prime	95 New York		Huntington	NY	11743
Harbor Knoll Bed and Breakfast	424 Fourth Street		Greenport	NY	11944
Harbor Rose Best & Breakfast	253 Harbor Road		Cold Spring Harbor	NY	11724
Harborfront Inn at Greenport	209 Front Street		Greenport	NY	11944
Harborside Resort & Motel	371 West Lake Drive	PO Box 732	Montauk	NY	11954
Hartman's-Briney Breezes	693 Old Montauk Highway		Montauk	NY	11954
Harvest Inn Bed And Breakfast	40300 Main Road		Peconic	NY	11958
Hauppauge Industrial Association	225 Wireless Boulevard		Hauppauge	NY	11788
Haven Montauk	533 Westlake Drive		Montauk	NY	11954
Heckscher State Park	Heckscher Parkway		East Islip	NY	11730
Hempstead (Town of Hempstead) Office of Tourism	1 Washington Street	Suite 124	Hempstead	NY	11550
Hempstead Lake State Park	Hempstead Lake State Park,	Southern State Parkway, Exit 18	West Hempstead	NY	11552
Hero Beach Club	626 Montauk Highway		Montauk	NY	11954
Heron Suites at Port of Egypt Marina	61600 Main Road		Southold	NY	11971
Hilton Garden Inn Islip MacArthur Airport	3485 Veterans Memorial Highway		Ronkonkoma	NY	11779
Hilton Garden Inn Melville	1575 Round Swamp Road		Plainview	NY	11803
Hilton Garden Inn Riverhead	2038 Old Country Road		Riverhead	NY	11901
Hilton Garden Inn Roslyn	3 Harbor Park Drive		Roslyn	NY	11050
Hilton Garden Inn Stony Brook	1 Circle Road		Stony Brook	NY	11794
Hilton Garden Inn Westbury	1575 Privado Road		Westbury	NY	11590
Hilton Long Island/Huntington	598 Broadhollow Road		Melville	NY	11747
Hither Hills State Park	50 South Fairview Avenue		Montauk	NY	11954
Hither House	10 Lincoln Road		Montauk	NY	11954
Holiday Inn Express - Hauppauge	2050 Express Drive South		Hauppauge	NY	11788
Holiday Inn Express - Stony Brook	3131 Nesconset Highway		Centereach	NY	11720
Holiday Inn Express East End	1707 Old Country Road	Route 58	Riverhead	NY	11901
Holiday Inn Express Lynbrook - Rockville Centre	1 Sunrise Highway		Lynbrook	NY	11563
Holiday Inn Express Roslyn	1053 Northern Blvd		Roslyn	NY	11576
Holiday Inn Plainview	215 Sunnyside Boulevard		Plainview	NY	11803
Holiday Inn Westbury	369 Old Country Road		Carle Place	NY	11514
Hollywood Motel	400 Route 109		East Farmingdale	NY	11735
Homewood Suites by Hilton Carle Place	40 Westbury Avenue		Carle Place	NY	11514
Homewood Suites by Hilton Long Island MacArthur Airport	65 Union Ave		Ronkonkoma	NY	11779
Homewood Suites Long Island	1585 Round Swamp Road		Plainview	NY	11803
Hotel Indigo East End	1830 West Main Street	Route 25	Riverhead	NY	11901
House On Chase Creek	3 Locust Avenue	P O Box 364	Shelter Island Heights	NY	11965
Housers Hotel	781-85 Evergreen Walk		Ocean Beach	NY	11770
Hoyt Farm Park Preserve	Hoyt Farm Town Park,	New Highway	Commack	NY	11725
Hudson's On The Mile	340 Woodcleft Ave		Freeport	NY	11520
Huntington Country Inn	270 West Jericho Turnpike		Huntington Station	NY	11746
Huntington Harbor Lighthouse	324 W Shore Rd		Huntington	NY	11749

Hyatt Place East End & Resort Marina	451 East Main Street		Riverhead	NY	11901
Hyatt Place Garden City	5 North Ave		Garden City	NY	11530
Hyatt Regency Long Island	1717 Motor Parkway		Hauppauge	NY	11788
I.FLY Trapeze School	Two Locations: Eisenhower Park and Long Beach	1899 Hempstead Turnpike	East Meadow	NY	11554
Inn at Great Neck	30 Cutter Mill Road		Great Neck	NY	11021
Inn at Windmill Lane	23 Windmill Lane	PO Box 800	Amagansett	NY	11930
Insignia	610 Smithtown Bypass		Smithtown	NY	11787
Inwood Country Club	50 Peppe Dr		Inwood	NY	11096
Island Garden Basketball	45 Cherry Valley Avenue		West Hempstead	NY	11552
Island Mermaid	780 Bay Walk		Ocean Beach	NY	11770
Islip Chamber of Commerce	PO Box 112		Islip	NY	11751
J&S Reeve Cottages	28 Whites Lane		Aquebogue	NY	11931
Jake's 58 Hotel & Casino	3635 Express Drive North		Islandia	NY	11749
Jamesport Bay Suites	67 Front Street		South Jamesport	NY	11970
Jamesport Vineyards	1216 Main Rd.		Jamesport	NY	11947
Jedediah Hawkins Inn	400 South Jamesport Avenue		Jamesport	NY	11947
Jericho Motel	32 West Jericho Turnpike		Jericho	NY	11753
John W. Engeman Theater at Northport	250 Main Street		Northport	NY	11768
Jones Beach Hotel	3275 Byron Street		Wantagh	NY	11793
Jones Beach State Park	Ocean Parkway		Wantagh	NY	11793
Journey East Hampton	490 Pantigo Road		East Hampton	NY	11937
Keeper of the Brand	894 Ostego Rd		West Hempstead	NY	11552
Kenneth P. LaValle Stadium at Stony Brook University	LaValle Stadium at Stony Brook University	100 Nicolls Road	Stony Brook	NY	11790
Kenny's Tipperary Inn	432 West Lake Drive		Montauk	NY	11954
Kilwins Babylon Village	130 Deer Park Avenue		Babylon	NY	11702
Kline's	167 Bay Walk		Ocean Beach	NY	11770
Knickerbocker Yacht Hotel	433 Main Street		Port Washington	NY	11050
Kontokosta Winery	824 North Road		Greenport	NY	11944
La Quinta Inn & Suites Islip Mac Arthur Airport	10 Aero Road		Bohemia	NY	11716
La Quinta Inn Garden City	821 Stewart Avenue		Garden City	NY	11530
Lake Ronkonkoma County Park	Lake Shore Road		Lake Ronkonkoma	NY	11779
Lakeland Inn	1630 Lakeland Avenue		Bohemia	NY	11716
Lands End Motel & Marina	70 Browns River Road		Sayville	NY	11782
Lavender by the Bay	7540 Main Road		East Marion	NY	11939
Layla Sailing	1410 Manhanset Ave		Greenport	NY	11944
Lenhart Cottages	421 Old Montauk Highway	RFD # 1	Montauk	NY	11954
Lessing's 360 East	50 South Fairview Avenue		Montauk	NY	11954
LGBT Network	20 Crossways Park Dr N		Woodbury	NY	11797
Lightning Warriors	200 Executive Dr, Unit D		Edgewood	NY	11717
Lindenhurst Motel	150 West Montauk Highway		Lindenhurst	NY	11757
LIU Post	720 Northern Boulevard, Rm 123		Brookville	NY	11548
LIV Long Island Spirits	2182 Sound Avenue		Baiting Hollow	NY	11933
locaLI bred	30 Marys Ln		Centerport	NY	11721
Long Beach Chamber of Commerce	350 National Boulevard		Long Beach	NY	11561
Long Beach Hotel	405 East Broadway		Long Beach	NY	11561
Long Island Aquarium	431 East Main Street		Riverhead	NY	11901
Long Island Arts Alliance	720 Northern Blvd	Hillwood Commons #122	Brookville	NY	11548
Long Island Association	300 Broadhollow Road	Suite 110W	Melville	NY	11747
Long Island Business News	2150 Smithtown Avenue		Ronkonkoma	NY	11779
Long Island Canoe Kayak Rentals	469 East Main Street		Riverhead	NY	11901
Long Island Children's Museum	11 Davis Avenue		Garden City	NY	11530
Long Island Heritage Trail	111 Main Street		Stony Brook	NY	11790
Long Island MacArthur Airport	100 Arrivals Avenue		Ronkonkoma	NY	11779
Long Island Maritime Museum	88 West Avenue		West Sayville	NY	11796
Long Island Marriott	101 James Doolittle Boulevard		Uniondale	NY	11553
Long Island Museum of American Art, History & Carriages	1200 Route 25A		Stony Brook	NY	11790
Long Island Nets	15 Metro Tech Center	11th Floor	Brooklyn	NY	11201
Long Island Rail Road	Jamaica Station	144-41 94th Avenue Mail Code 1925	Jamaica	NY	11435
Long Island Sailing Company	Degnon Blvd		Bay Shore	NY	11706
Long Island Sports Hub	165 Eileen Way		Syosset	NY	11791
Long Island Sports Park	149 Edwardds Ave		Calverton	NY	11933

Long Island Stand Up Paddle Boarding	90 Colonial Dr		Patchogue	NY	11772
Long Island Street Fairs & Nassau County Craft & Gift Shows	PO BOX 431		Point Lookout	NY	11569
Long Island Vineyard Tours / Metro Limousine Service	111 Albany Avenue		Freeport	NY	11520
Long Island Wine Council	542 East Main Street		Riverhead	NY	11901
LongHouse Reserve	133 Hands Creek Road		East Hampton	NY	11937
Longlsland.com / Long Island Media, Inc.	50 Jericho Tpke	Suite 203	Jericho	NY	11753
Love Lane Kitchen	240 Love Lane		Mattituck	NY	11952
Mac Arthur Inn	4444 Veterans Memorial Highway		Holbrook	NY	11741
Macari Vineyards and Winery Ltd	150 Bergen Avenue		Mattituck	NY	11952
Macy's	630 Old Country Road		Garden City	NY	11570
Macy's Hampton Bays	190 West Montauk Highway		Hampton bays	NY	11946
Maguires Bayfront Restaurant	1-5 Bungalow Walk		Ocean Beach	NY	11770
Main Street Agency	30 W Main Street	Suite 200	Riverhead	NY	11901
Maliblue Oyster Bar	1500 Lido Blvd		Long Beach	NY	11561
Margarita Villas LLC	P.O. Box 83		Brightwaters	NY	11718
Mari Manor	91 Potunk Lane		Westhampton Beach	NY	11978
Marina Motel	134 East Montauk Highway		Lindenhurst	NY	11757
Mario Restaurant	644 Vanderbilt Motor Parkway		Hauppauge	NY	11788
Mark of Elegance Limousine Service	1717 Motor Parkway		Hauppauge	NY	11788
Marram Montauk	21 Oceanview Terrace		Montauk	NY	11954
Matthew's	935 baywalk		ocean beach	NY	11770
Mattituck Motel	2150 Bay Avenue		Mattituck	NY	11952
McAndrews & Smith, Ltd.	626 RXR Plaza		Uniondale	NY	11556
Meadowbrook Motor Lodge	440 Jericho Turnpike		Jericho	NY	11753
Melville Marriott	1350 Old Walt Whitman Road		Melville	NY	11747
Memory Motel	692 Montauk Highway		Montauk	NY	11954
Meschutt Beach County Park	Canal Road at Old North Highway		Hampton Bays	NY	11946
Milford T. Benjamin House B&B	1216 Main Road		Jamesport	NY	11947
Mill House Inn	31 North Main Street		East Hampton	NY	11937
Mill Neck Manor House	40 Frost Mill Road		Mill Neck	NY	11765
Mission Fencing Center	346 Route 25A,		Rocky Point	NY	11778
Monsoon	48 Deer Park Ave		Babylon	NY	11702
Montauk Beach House	55 South Elmwood Avenue		Montauk	NY	11954
Montauk Blue Hotel	108 South Emerson Ave		Montauk	NY	11954
Montauk Chamber of Commerce	742 Montauk Highway		Montauk	NY	11954
Montauk County Park	Montauk Highway		Montauk	NY	11954
Montauk Downs State Park	50 South Fairview Avenue		Montauk	NY	11954
Montauk Manor Resort	236 Edgemere Street		Montauk	NY	11954
Montauk Point Lighthouse Museum	2000 Montauk Highway	PO Box 943	Montauk	NY	11954
Montauk Point State Park	Montauk Point State Parkway		Montauk	NY	11954
Montauket Hotel	88 Firestone Road	P.O. Box 607	Montauk	NY	11954
Mother Hubbard's Cupboard B&B	PO Box 222		Aquebogue	NY	11931
Mount Sinai - Miller Place Chamber Alliance	P.O. Box 566		Mount Sinai	NY	11766
Museum of American Armor at Old Bethpage Village Restoration	1303 Round Swamp Road	Old Bethpage Village Restoration	Old Bethpage	NY	11804
Muttontown Preserve	34 Muttontown Ln		East Norwich	NY	11732
My Father's Place at The Roslyn Hotel	1221 Old Northern Blvd		Roslyn	NY	11576
Nassau County	Theodore Roosevelt Executive & Legislative Building	1550 Franklin Blvd.	Mineola	NY	11501
Nassau County Department of Park, Recreation & Museum	Eisenhower Park		East Meadow	NY	11554
Nassau County Executive	na		na	NY	11501
Nassau County IDA	1 West Street	4th Floor	Mineola	NY	11501
Nassau County Legislator	1550 Franklin Avenue		Mineola	NY	11501
Nathaniel Baker House	PO Box 2292		Amagansett	NY	11930
National Grid	25 Hub Dr		Melville	NY	11747
New York Lizards	James M. Shuart Stadium	Hofstra University	Hempstead	NY	11549
New York Lizards Office	231 East Jericho Turnpike		Huntington Station	NY	11746
New York Racing Association Inc./Belmont Race Track	2150 Hempstead Turnpike		Elmont	NY	11003
New York State Tour Boat Association	P.O. Box 98		Brightwaters	NY	11718
Newsday Media Group	235 Pinelawn Road		Melville	NY	11747
Nickerson Beach Park (Nassau)	Lido Boulevard		Lido Beach	NY	11561
Nissequogue State Park	Nissequogue State Park,	Saint Johnland Road	Kings Park	NY	11754
North Fork Guest House	35995 Main Road 25		Cutchogue	NY	11935

North Fork Now			Southold	NY	11971
North Woodmere Park			North Woodmere	NY	11598
Northport Chamber of Commerce			Northport	NY	11768
Northwell Health at Jones Beach Theatre			Wantagh	NY	11793
NYC & Company			New York	NY	10019
NYCB Live Nassau Veterans Memorial Coliseum			Uniondale	NY	11553
NYIT de Seversky Mansion			Old Westbury	NY	11568
NYS Assembly			Hauppauge	NY	11788
NYS Economic Development			Hauppauge	NY	11788
NYS Parks, Recreation & Historic Preservation - LI Region			West Babylon	NY	11702
NYS Senators			Hauppauge	NY	11788
Ocean Colony Beach & Tennis Club			Amagansett	NY	11930
Ocean End Apartments, Ltd			Montauk	NY	11568
Ocean Resort Inn			Montauk	NY	11954
Ocean Surf			Montauk	NY	11954
Ocean View Terrace			Hampton Bays	NY	11946
Ocean Vista Resort			Amagansett	NY	11930
Oheka Castle			Huntington	NY	11743
Old Bethpage Village Restoration			Old Bethpage	NY	11804
Old Westbury Gardens			Old Westbury	NY	11568
Olympic Motor Lodge			Hauppauge	NY	11788
Orient Beach State Park			Orient	NY	11957
Orient Inn			Orient	NY	11957
Osprey's Dominion Vineyards			Peconic	NY	11958
Osteria Leana			Oyster Bay	NY	11771
Ouray Sportswear			Plainview	NY	11803
Oxford Hospitality, USA			Jericho	NY	11753
Oyster Bay- East Norwich Chamber of Commerce			Oyster Bay	NY	11771
Oyster Bay Historical Society			Oyster Bay	NY	11771
Oyster Bay Main Street Association			Oyster Bay	NY	11771
Oyster Festival			Oyster Bay	NY	11771
Parkway Motor Inn			Elmont	NY	11003
Parrish Art Museum			Watermill	NY	11976
Peconic Dunes County Park			Peconic	NY	11958
Pellegrini Vineyards			Cutchogue	NY	11935
Peter's Clam Bar			Island Park	NY	11558
PHunPHit – Powered by HALO Branded Solutions			Hampton Bays	NY	11946
Pindar Vineyards			Peconic	NY	11958
Pine Grove Inn			Patchogue	NY	11772
Pines Motor Lodge - Lindenhurst			N. Lindenhurst	NY	11757
Pines Motor Lodge - Westbury			Westbury	NY	11590
Pizza Parm			ISLIP	NY	11751
Plantation Motel/Island Park			Island Park	NY	11558
Planting Field Arboretum Historic State Park			Oyster Bay	NY	11771
Polish American Museum			Port Washington	NY	11050
Pollock-Krasner House and Study Center			East Hampton	NY	11937
Port of Egypt Marine, Inc.			Southold	NY	11971
Print Media Experts, Inc.			East Meadow	NY	11554
ProActive Technology Group			Greenvale	NY	11548
PSAV Presentation Services			Melville	NY	11747
PSEG LI			Central Islip	NY	11722
Quintessentials Bed and Breakfast and Spa			East Marion	NY	11939
Quogue Wildlife Refuge			Quogue	NY	11959
Radisson Hotel Hauppauge- Long Island			Hauppauge	NY	11788
Ramada Plaza Long Island MacArthur Airport			Holtsville	NY	11742
Ramada Rockville Centre			Rockville Centre	NY	11570
Ram's Head Inn			Shelter Island Heights	NY	11965
Raynham Hall Museum			Oyster Bay	NY	11771
Red Door Guest House			Amagansett	NY	11930
Red Roof Plus			Westbury	NY	11590
Relax Inn			West Babylon	NY	11704

	72250 Main Rd				
	Hungry Harbor Road & Branch Boulevard				
	PO Box 33				
	895 Bay Parkway				
	810 Seventh Avenue		3rd Floor		
	1255 Hempstead Turnpike				
	NYIT - de Seversky Mansion		P. O. Box 8000		
	na				
	150 Motor Parkway				
	625 Belmont Avenue				
	na				
	2004 Montauk Highway				
	80 S Emerson Ave				
	95 South Emerson Avenue				
	84 South Emerson Avenue		P.O. Box 5050		
	285 East Montauk Highway				
	2136 Montauk Highway				
	135 West Gate Drive				
	1303 Round Swamp Road				
	71 Old Westbury Road				
	650 Vanderbilt Motor Parkway				
	North Country Road		Route 25		
	25500 Main Road				
	44075 Main Road		PO Box198		
	76 South Street				
	Po Box 646				
	2 Jericho Plaza				
	PO Box 21				
	20 Summit Street				
	19 Spring Street				
	PO Box 132				
	35 Plainfield Avenue				
	279 Montauk Highway				
	Peconic Dunes County Park,		Sound View Avenue		
	23005 Main Rd				
	600 Long Beach Rd				
	56 Lynncliff Rd				
	37645 Main Road		PO Box 332		
	1 1st St				
	636 Rt 109				
	101 Taylor Avenue				
	591 MAIN ST				
	4040 Long Beach Road				
	1395 Planting Fields Road				
	16 Bellview Ave.				
	830 Springs Fireplace Road				
	62300 Main Road				
	N/A				
	14 Plaza Road				
	Melville Marriott Long Island		1350 Walt Whitman Road		
	333 Earle Ovington Blvd		4th Floor		
	PO Box 574		8985 Main Road		
	3 Old Country Road		P.O. Box 492		
	110 Vanderbilt Motor Parkway				
	1730 North Ocean Avenue				
	1000 Sunrise Highway				
	108 Ram Island Drive		PO Box 638		
	20 West Main Street				
	293 Main Street				
	699 Diblee Drive				
	915 Sunrise Hwy				

Residence Inn - Long Island Central Islip	7 Courthouse Drive		Central Islip	NY	11722
Residence Inn by Marriott - Holtsville	25 Middle Avenue		Holtsville	NY	11742
Residence Inn Garden City Long Island	700 Garden City Plaza		Garden City	NY	11530
Residence Inn Hauppauge - Islandia	850 Veterans Memorial Highway		Hauppauge	NY	11788
Residence Inn Long Island East End	2012 Old Country Road		Riverhead	NY	11901
Restaurant Prime	117 NORTH NEW YORK AVENUE		Huntington	NY	11743
RHUM Island Inspired Cuisine & Rum Bar	13 E Main St		Patchogue	NY	11772
Riverhead Chamber of Commerce	59 East Main Street		Riverhead	NY	11901
Riverhead Foundation for Marine Research and Preservation	467 East Main Street		Riverhead	NY	11901
Riverhead IDA	542 East Main Street	Suite 1	Riverhead	NY	11901
Robert Moses State Park	Robert Moses State Park	Robert Moses Causeway	Fire Island	NY	11770
Rockville Centre Inn	415 Ocean Avenue		Lynbrook	NY	11563
Rodeway Inn - Ronkonkoma	3055 Veterans Memorial Highway		Ronkonkoma	NY	11779
Roosevelt Field Mall	630 Old Country Road		Garden City	NY	11530
Rooted Hospitality Group	82-84 East Main Street	Unit 3	Patchogue	NY	11772
Roslyn Village Motel	22 Bryant Avenue		Roslyn	NY	11576
Route 112 Motel	2001 Route 112		Medford	NY	11763
Roxy's Ice Cream Catering Truck	Suffolk and Nassau		Oakdale	NY	11769
Royal Atlantic Beach Inn	126 South Emerson Ave		Montauk	NY	11954
Royal Inn	1177 Northern Boulevard		Manhasset	NY	11030
RPM Raceway	40 Daniel Street		Farmingdale	NY	11735
Ruby's Cove Bed and Breakfast	151 Bay Avenue		Greenport	NY	11944
RUMBA Inspired Island Cuisine & Rum Bar	43 Canoe Place Rd		Hampton Bays	NY	11946
Ruschmeyer's Inn	161 Second House Road		Montauk	NY	11954
Ruth's Chris Steak House	600 Old Country Road		Garden City	NY	11530
Sag Harbor B&B	23 Garden Street		Sag Harbor	NY	11963
Sag Harbor Chamber of Commerce	PO Box 2810	55 Main Street	Sag Harbor	NY	11963
Sag Harbor Inn	45 West Water Street		Sag Harbor	NY	11963
Sagamore Hill National Historic Site	20 Sagamore Hill Road		Oyster Bay	NY	11771
Sagtikos Manor	677 Montauk Hwy		Bay Shore	NY	11706
Sall Inn of Montauk	548 West Lake Drive		Montauk	NY	11954
Sands Motel	South Emery Street	P. O. Box 104	Montauk	NY	11954
Sands Point Preserve	127 Middle Neck Road		Sands Point	NY	11050
Sands Point Preserve Conservacy	127 Middle Neck Road		Sands Point	NY	11050
Sannino Vineyard and B&B	1375 Peconic Lane		Peconic	NY	11958
Save The Great South Bay Inc	275 Candee Avenue		Sayville	NY	11782
Sayville Ferry Service, Inc.	41 River Road	P.O. Box 626	Sayville	NY	11782
Sayville Motor Lodge	5494 Sunrise Highway		Sayville	NY	11782
Sea Breeze Inn	30 Atlantic Avenue		Amagansett	NY	11930
Sea Crest on the Ocean	2166 Montauk Highway		Amagansett	NY	11930
Sea Shore Condo Motel	78 East Bayview Walk, Ocean Bay Park		Fire Island	NY	11770
Seahaven Motel	52 Longview Road		Southampton	NY	11968
Sears Bellows County Park	Bellows Pond Road		Hampton Bays	NY	11946
Seascape Cottages	739 Old Montauk Highway		Montauk	NY	11954
Seasons Bed & Breakfast	468 Dehnhoff Walk		Ocean Beach	NY	11770
Seatuck Cove House	61 South Bay Avenue		Eastport	NY	11941
Sep's Farm	7395 Main Rd		East Marion	NY	11939
Seven on Shelter	7 Stearns Point Road		Shelter Island	NY	11965
Shadmoor State Park	Route 27 at Seaside Avenue		Montauk	NY	11954
Shakespere Festival	The Hamptons Shakespere Festival	P.O. Box 63	Amagansett	NY	11930
Shelter Island Bed and Breakfast	7 Street Mary's Road	P.O. Box 1011	Shelter Island	NY	11964
Shelter Island House	11 Stearns Point Road	PO Box 624	Shelter Island Heights	NY	11965
Shelter Island Kayak Tours	23 North Ferry Road		Shelter Island	NY	11964
Shinn Farmhouse B&B	2000 Oregon Road		Mattituck	NY	11952
Shinnecock Mist Waterfront Resort	62 Canoe Place Road		Hampton Bays	NY	11946
Shirley Motel	681 Montauk Highway		Shirley	NY	11967
Shore Motor Inn	576 West Sunrise Highway		Patchogue	NY	11772
Shorecrest Bed and Breakfast	54300 Route 48		Southold	NY	11971
Silver Sands Motel	1400 Silvermere Road		Greenport	NY	11944
SIMPLAY Multi-Sport Simulator Center	180 Commerce Drive		Hauppauge	NY	11788
Skudin Surf School/Camp	Long Beach Blvd & Shore Road		Long Beach	NY	11561

Sky Motel	125 3rd Avenue		No. Lindenhurst	NY	11757
Skyline Cruises	1 Worlds Fair Marina		Flushing	NY	11368
Small Batch	630 Old Country Rd		Garden City	NY	11530
Smith Point County Park	Smith Point County Park	William Floyd Pkwy	Shirley	NY	11967
Smithpoint Motel	165 William Floyd Pkwy		Shirley	NY	11967
Smithtown Inn Town House Motel	880 Jericho Turnpike		Smithtown	NY	11787
Smithtown Landing Country Club	495 Landing Avenue		Smithtown	NY	11787
Snug Harbor Motel & Marina	3 Star Island Road		Montauk	NY	11954
Sole Beach Hotel	107 South Emerson Ave		Montauk	NY	11954
Sole East Resort	90 Second House Road		Montauk	NY	11954
Sound View Greenport	58775 Route 48		Greenport	NY	11944
Soundviewer Motel	540 Westlake Drive		Montauk	NY	11954
South Bay Motel	1159 Merrick Road		Copiague	NY	11726
South Bay Paddlewheel Cruises-Lauren Kristy	Bay Shore Manor Park,	Clinton Avenue	Bay Shore	NY	11706
South Shore Promotion Council Inc.	P.O. Box 98		Brightwaters	NY	11718
Southampton Arts Center	25 Jobs Lane		Southampton	NY	11968
Southampton Chamber of Commerce	76 Main Street		Southampton	NY	11968
Southampton Cottages	35 Shrubland Road		Southampton	NY	11968
Southampton Cultural Center	25 Pond Lane		Southampton	NY	11968
Southampton History Museum	17 Meeting House Lane		Southampton	NY	11968
Southampton Inn	91 Hill Street		Southampton	NY	11968
Southampton Trails Preservation Society	PO Box 1171		Bridgehampton	NY	11932
Southampton Village Motel	315 Hampton Road		Southampton	NY	11968
Southaven County Park	Southaven County Park,	Victory Avenue	Brookhaven	NY	11719
Southold Beach Motel	53250 North Road		Southold	NY	11971
Sparkling Pointe Vineyard	39750 County Road 48		Southold	NY	11971
Spirits Promise Equine Rescue Program at Blossom Hollow Ranch	2746 Sound Ave		Riverhead	NY	11901
Splish Splash Water Park	2549 Splish Splash Drive		Calverton	NY	11933
Springhill Suites Carle Place Garden City	20 Westbury Avenue		Carle Place	NY	11514
SpringHill Suites Long Island Brookhaven	2 Sawgrass Drive		Bellport	NY	11713
St. Joseph's College	155 West Roe Boulevard		Patchogue	NY	11772
Staller Center	Nicolls Road, Stony Brook University		Stony Brook	NY	11790
Starfish Junction	226 North Fehr Way		Bay Shore	NY	11706
Steinberg Museum of Art at Hillwood	CW Post Campus	Long Island University	Brookville	NY	11548
Sterling Harbor House	125 Sterling Street		Greenport	NY	11944
Stirling House Bed & Breakfast	104 Bay Avenue		Greenport	NY	11944
Stone Lion Inn	51 Edgemere Street		Montauk	NY	11954
Stony Brook Grist Mill	100 Harbor Road		Stony Brook	NY	11790
Stony Brook University	Office of Communication	Admin 138	Stony Brook	NY	11794
Stony Brook University Indoor Sports Complex	Indoor Sports Complex	Gym Road	Stony Brook	NY	11794
Stony Brook University Student Activites Center and Student Union	Suite 220		Stony Brook	NY	11794
Stony Brook Village Center	111 Main Street		Stony Brook	NY	11790
Strong's Marine	2400 Camp Mineola Road		Mattituck	NY	11952
Suffolk Association of Municiple Employees	30 Orville Drive Suite A		Bohemia	NY	11716
Suffolk Community College Outdoor Track	Crooked Hill Road	Michael J. Grant Campus	Brentwood	NY	11717
Suffolk County Alliance of Chambers	775 Park Ave	Suite 222	Huntington	NY	11743
Suffolk County Community College Grant Campus	Health Sports and Education Center	Suffolk County Community College	Brentwood	NY	11717
Suffolk County Department of Economic Development	100 Veterans Highway	11th Floor	Hauppauge	NY	11788
Suffolk County Department of Parks Recreation & Conservation	P.O. Box 144	Montauk Highway	West Sayville	NY	11796
Suffolk County Executive	H. Lee Dennison Building	100 Veterans Memorial highway	Hauppauge	NY	11788
Suffolk County Film Commission	100 Veterans Memorial Highway, 2nd Floor		Hauppauge	NY	11788
Suffolk County IDA	H. Lee Dennison Building	100 Veterans Hwy, 3rd Floor	Hauppauge	NY	11788
Suffolk County Legislator	na		na	NY	NA
Suffolk County Parks			West Sayville	NY	11796
Sun 'N' Sound	22 Soundview Drive		Montauk	NY	11954
Sunken Meadow State Park	Sunken Meadow State Park	Sunken Meadow State Parkway	Kings Park	NY	11754
Sunrise Guest House	681 Old Montauk Highway		Montauk	NY	11954
Sunrise Inn	570 Sunrise Highway		West Babylon	NY	11704
Sunset Beach	35 Shore Road	P.O. Box 278	Shelter Island Heights	NY	11965
Sunset Motel	62005 Route 48		Greenport	NY	11944
Sunview Motel	420 York Place		West Babylon	NY	11704

SuperShuttle	300 Commack Rd	2nd Floor	Commack	NY	11725
Surf Club at Montauk	South Essex Street & Surf Side Avenue		Montauk	NY	11954
Surfside Inn	685 Old Montauk Highway		Montauk	NY	11954
Sweetbriar Nature Center	62 Eckernkamp Drive		Smithtown	NY	11787
Swiss Motel	1273 West Main Street		Riverhead	NY	11907
Tanger Outlet Center - Riverhead	1770 West Main Street		Riverhead	NY	11901
Tanger Outlets Deer Park	455 Commack Road		Deer Park	NY	11729
Tanner Park	Kerrigan Road & Tanner Park		Copiage	NY	11726
Tapestry Inn	503 Front Street		Greenport	NY	11944
Tapped Enterprises	1805 Louis Kossuth Ave		Ronkonkoma	NY	11779
Tellers: An American Chophouse	605 Main Street		Islip	NY	11751
Terrace Cottage Colony	Route 48		Southold	NY	11971
Tesla Science Center at Wardenclyffe	5 Randall Road		Shoreham	NY	11786
The 1708 House	126 Main Street		Southampton	NY	11968
The 1770 House	143 Main Street		East Hampton	NY	11937
The Adventure Park at Long Island	75 Colonial Spring Road		Wheatly Heights	NY	11798
The American Hotel	49 Main Street		Sag Harbor	NY	11963
The Andrew Hotel of Great Neck	75 North Station Plaza		Great Neck	NY	11021
The Argyle Theatre at Babylon Village	34 W Main Street		Babylon	NY	11702
The Baker House	181 Main Street		East Hampton	NY	11937
The Belvedere Guest House	34 Bayview Walk		Cherry Grove	NY	11782
The Blue Inn at North Fork	7850 Main Road		East Marion	NY	11939
The Bridge Inn	2668 Montauk Highway		Bridgehampton	NY	11932
The Caffrey House	2 Squires Avenue		East Quogue	NY	11942
The Chequit	23 Grand Avenue	P.O.Box 292	Shelter Island Heights	NY	11965
The Coffey House Bed & Breakfast	5705 Main Road		East Marion	NY	11939
The Cold Spring Harbor Fire House Museum	84 A Main Street		Cold Spring Harbor	NY	11774
The Comfort Inn Medford	2695 Route 112		Medford	NY	11763
The Conference Center At Planting Fields Arboretum State Historic Park	1395 Planting Fields Road	PO Box 660	Oyster Bay	NY	11771
The Cozy Cottages	395 Montauk Highway	P.O. Box 1265	Wainscott	NY	11975
The Drake Inn	16 Penny Lane		Hampton Bays	NY	11946
The Farmhouse Bed and Breakfast	1855 Depot Lane		Cutchogue	NY	11935
The Garden City Hotel	45 Seventh Street		Garden City	NY	11530
The Gateway Performing Arts Center	215 South Country Road		Bellport	NY	11713
The Glen Cove Mansion & Conference Center	200 Dosoris Lane		Glen Cove	NY	11542
The Grassmere Inn/Peter Kaplan Tennis Group	7 Beach Lane		Westhampton Beach	NY	11978
The Greenporter Hotel	326 Front Street		Greenport	NY	11944
The Hampton Maid	259 East Montauk Highway		Hampton Bays	NY	11946
The Hedges Inn	74 James Lane		East Hampton	NY	11937
The Hermitage at Napeague	2148 Montauk Highway		Amagansett	NY	11930
The Huntting Inn	94 Main Street		East Hampton	NY	11937
The Inn at Fox Hollow Hotel	7755 Jericho Turnpike		Woodbury	NY	11797
The Inn On Main	191 Main Street		West Hampton Beach	NY	11978
The Inn Spot On The Bay	32 Lighthouse Road		Hampton Bays	NY	11946
The Jazz Loft	275 Christian Avenue		Stony Brook	NY	11790
The Main Stay	579 Hill Street		Southampton	NY	11968
The Menhaden	207 Front Street, Greenport, NY 11944		Greenport	NY	11944
The Milleridge Inn	585 North Broadway		Jericho	NY	11753
The Montauk Soundview	6 Soundview Drive		Montauk	NY	11954
The Morning Glory B&B	912 Main Street		Greenport	NY	11944
The North Fork Table & Inn	57225 Main Rd	Route 25	Southold	NY	11971
The Ocean Bay House	69 Ocean Avenue		Bay Shore	NY	11706
The Ocean Dunes	379 Bluff Road		Amagansett	NY	11930
The Ocean Resort at Bath and Tennis	231 Dune Road		Westhampton Beach	NY	11978
The OM Group	1 Hewitt Sq.		250 East Northport	NY	11731
The Palms Hotel	168 Cottage Walk		Ocean Beach Fire Island	NY	11770
The Paramount	370 New York Avenue		Huntington	NY	11743
The Plaza Cinema & Media Arts Center	20 Terry Street		Patchogue	NY	11772
The Pond View At Deerfield	1332 Deerfield Road		Watermill	NY	11976
The Preston House and Hotel	428 E Main St		Riverhead	NY	11901
The Pridwin Hotel	81 Shore Road		Shelter Island	NY	11964

The Quogue Club at Hallock House	47 Quogue Street	P.O. Box 1803	Quogue	NY	11959
The Ransome Inn	409 East Broadway		Port Jefferson	NY	11777
The Renewable Energy Home	43 South Bay Avenue		Eastport	NY	11941
The Reverend Arthur Mackey Sr. Park	The Reverend Arthur Mackey Sr. Park,	Lakeside Drive	Roosevelt	NY	11575
The Roslyn Hotel	1221 Old Northern Boulevard		Roslyn	NY	11576
The Sands on Lido Beach	710 Lido Boulevard		Lido Beach	NY	11561
The Shearwater Inn	25 Josiah Foster Path		East Quogue	NY	11942
The Shoppes At East Wind	5720 Route 25A		Wading River	NY	11722
The Spa and Studio at East Wind	5720 Route 25A		Wading River	NY	11792
The Stony Brookside Bed & Bike Inn	48 Main Street Stony Brook		Stony Brook	NY	11790
The Suffolk Theater	118 East Main Street		Riverhead	NY	11901
The Surf Lodge	183 Edgemere St.		Montauk	NY	11954
The Thomas House	85 Pelham Street		Southampton	NY	11968
The Wang Center at Stony Brook University	Charles B. Wang Center	Suite 302	Stony Brook	NY	11794
The WaterFront Center	1 West End Avenue		Oyster Bay	NY	11771
The Waterview at the Port Jefferson Country Club	44 Fairway Drive		Port Jefferson,	NY	11777
Theodore Roosevelt Nature Center At Jones Beach State Park	Theodore Roosevelt Nature Center At Jones Beach State Park,	Ocean Parkway	Wantagh	NY	11793
Three Village Inn	150 Main Street		Stony Brook	NY	11790
Tiana Beach	Tiana Beach	90 Dunes Road	Hampton Bays	NY	11946
Tides Motor Inn	2 Bayville Ave		Locust Valley	NY	11560
Tilles Center for the Performing Arts	Tilles Center for the Performing Arts at LIU Post Campus	720 Northern Boulevard	Brookville	NY	11548
Toast Coffee House Bayshore	9 South Park Avenue		Bay Shore	NY	11706
Toast Coffeehouse Patchogue	46 East Main Street		Patchogue	NY	11772
Toast Coffeehouse Port Jefferson	242 East Main Street		Port Jefferson	NY	11777
Tobay Beach	Ocean Parkway		East Massapequa	NY	11758
Top Tier Athletic Apparel	P.O. Box 5484		Bay Shore	NY	1457 Manor Lane
Topping Rose House	One Bridgehampton - Sag Harbor Turnpike		Bridgehampton	NY	11932
Town Of Hempstead IDA	350 Front Street	Room 234-A	Hempstead	NY	11550
Town of Islip IDA	40 Nassau Avenue		Islip	NY	11751
Town of North Hempstead Business and Tourism Development Corp.	220 Plandome Road		Manhasset	NY	11030
Towne Place Suites by Marriott	1 Marriott Plaza		Farmingdale	NY	11735
Townsend Manor Inn	714 Main Street		Greenport	NY	11944
Tran-Star Executive Worldwide Chauffered Services, Inc.	321 Bay Shore Rd.		Deer Park	NY	11729
TRAVEL TOURS INC.					
Travelodge - Bay Shore	501 East Main Street		Bay Shore	NY	11706
Treasure Cove Resort Marina	469 East Main Street		Riverhead	NY	11901
Truehold Promotions	160 Wilbur Place	Suite 500	Bohemia	NY	11716
Two South Ferry B & B	2 South Ferry Road		Shelter Island	NY	11964
Uihlein's West Lake Drive Motel	444 West Lake Drive		Montauk	NY	11954
Valley Stream State Park	Southern State Parkway, Exit 15		Valley Stream	NY	11580
Van Bourgondien Park	833 Deer Park Rd		Dix Hills	NY	11746
Vanderbilt Museum & Planetarium	180 Little Neck Road		Centerport	NY	11721
Verace	599 Main Street		Islip	NY	11751
Viana Hotel and Spa	3998 Brush Hollow Road		Westbury	NY	11590
Wading River Beach	Creek Road		Wading River	NY	11792
Wainscott Inn	3720 Montauk Highway		Sagaponack	NY	11975
Walt Whitman Birthplace State Historic Site & Interpretive Center	246 Old Walt Whitman Road		Huntington Station	NY	11746
Wantagh Park	1 King Road		wantagh	NY	11783
Watermill Caterers	711 Smithtown Bypass		Smithtown	NY	11787
Wavecrest Resort	Old Montauk Highway	Box 952	Montauk	NY	11954
Wells House Bed and Breakfast	590 Main Street		Greenport	NY	11944
West Hills County Park	Sweet Hollow Road		Huntington	NY	11743
West Neck Beach	West Neck Beach	West Neck Road	Lloyd Harbor	NY	11743
West Sayville County Club	200 Montauk Highway		West Sayville	NY	11796
Westbury Carle Place Chamber of Commerce	PO Box 474		Westbury	NY	11590
Westhampton Beach Business Alliance	PO Box 246		Westhampton Beach	NY	11987
Westhampton Beach Performing Arts Center	631 288 1500		Westhampton Beach	NY	11978
Westhampton Seabreeze Motel	19 Seabreeze Avenue		Westhampton	NY	11977
Whisper Vineyards	485 Edgewood Avenue		Saint James	NY	11780
White Fences Inn	371 Montauk Highway		Water Mill	NY	11976
White Sands Resort Motel	28 Shore Road		Amagansett	NY	11930

AMENDMENT NO. II

This AMENDMENT, dated as of the date last executed by the parties hereto, (together with any exhibits hereto, this "Amendment No. 1"), by and between (i) the County of Nassau, a municipal corporation of the State of New York having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Parks, Recreation & Museums,, having its principal office at the Administration Building, Eisenhower Park, East Meadow, New York 11554 (the "Department"), and (ii) Discover Long Island, formerly known as the Long Island Convention and Visitor's Bureau, Inc. ("DLI"), a New York not-for-profit corporation, having its principal office at [redacted]

WITNESSETH:

WHEREAS, pursuant to Request for Proposals #PK 0814-1423 issued on August 21, 2014, the County awarded a contract to the Bureau (the "Promotion Agreement") dated January 1, 2015 to foster tourism and convention activities within Nassau County and to develop, facilitate, improve and enhance the public use and enjoyment of Nassau County; and

WHEREAS, the term of the Promotion Agreement, including amendments and extensions, runs from January 1, 2015 through December 31, 2019; and

WHEREAS, the County desires to extend the Promotion Agreement with DLI so to continue to stimulate economic growth by fostering tourism, convention activities and individual personal visits within Nassau County; and

WHEREAS, Discover Long Island, is a tourism promotion agency which devotes all of its efforts in Nassau and Suffolk Counties to the furtherance of activities which attract visitors to Long Island; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the County and the Bureau agree as follows:

1. Amended Term. The Promotion Agreement is hereby amended so that the term thereof is renewed for a period of one (1) year from January 1, 2020 through December 31, 2020.

2. Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Permittee shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Permittee on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything

of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Permittee shall include the provisions of this subsection in each subcontract entered into under this Agreement.

3. Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Permittee has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Permittee employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Permittee shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

4. Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

5. Full Force and Effect. All the terms and conditions of the Promotion Agreement not expressly amended by this Amendment No. 1 shall remain in full force and effect and govern the relationship of the parties for the remainder of the Promotion Agreement, as hereby amended.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the date first above written.

DISCOVER LONG ISLAND

By: _____
Name: Kristen Jarnagin
Title: President & CEO
Date: 10/2/19

NASSAU COUNTY

By: _____
Name: _____
Title: _____
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 2 day of October in the year 2014 before me personally came KRISTEN JARNAGIN 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 President & CEO of Discover Long Island, 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

RICHARD E. TRACHTENBERG
NOTARY PUBLIC, State of New York
No. 02TR4961624
Qualified in Suffolk County
Term Expires February 5, 2002

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto.

NOTARY PUBLIC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Northeast, LLC. 100 Baylis Road Suite 300 Melville NY 11747	CONTACT NAME: Vivian Weiss PHONE (A/C, No, Ext): (631) 465-4000 FAX (A/C, No): (631) 465-4006 E-MAIL ADDRESS: vivian.weiss@assuredpartners.com
INSURED Discover Long Island, Inc. 330 Vanderbilt Motor Parkway Suite 203 Hauppauge NY 11788	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: The Travelers Indemnity Co. — 25658 INSURER B: Travelers Casualty Insurance Co. of America — 19046 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL201244486 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	680382Y4338	01/01/2020	01/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			680382Y4338	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10000			CUP382Y4559	01/01/2020	01/01/2021	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB9J218757	01/01/2020	01/01/2021	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Tourism Promotion
County of Nassau is included as an Additional Insured as required by written contract. Waiver of Subrogation applies in favor of the County of Nassau.

CERTIFICATE HOLDER

County of Nassau
1550 Franklin Avenue
Mineola NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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LAURA CURRAN
County Executive

EILEEN KRIEB
Commissioner

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov/parks

February 6, 2019

Ms. Sharon Wyman
Director of Administration
Discover Long Island
330 Motor Parkway
Suite 203
Hauppauge, New York 11788

RE: EXTENSION TO CONTRACT CQPK15000003, AMENDMENT 1
CLPK18000001-JANUARY 1, 2019-DECEMBER 31, 2019

Dear Sharon:

Pursuant to Amendment I, (Section 1. Amended Term), the Parks Department hereby exercises the option to renew the Promotion Agreement for one (1) additional one (1) year period.

Kindly sign below to acknowledge the extension from January 1, 2019 through December 31, 2019 and return a copy with an original signature to my office.

Sincerely,

Eileen Krieb
Commissioner, Parks,
Recreation and Museums

Sharon Wyman
Director of Administration

Date: 2/12/19

NIFS ID:CLPK18000001 Department: Parks

Capital:

SERVICE: Promotion and Tourism

Contract ID #:CQPK15000003 NIFS Entry Date: 23-JAN-18 Term: from 01-JAN-18 to 31-DEC-18

Amendment
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: Discover Long Island, Inc., formerly known as Convention and Visitors Bureau	Vendor ID#: [redacted]
Address: [redacted]	Contact Person: Sharon Wyman
	Phone: 631-951-3900x301

Department:
Contact Name: Eileen Krieb
Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554
Phone: 516-572-0272

Routing Slip

Department	NIFS Entry: X	23-JAN-18 -- PABUFFOLINO
Department	NIFS Approval: X	24-JAN-18 -- LBARKER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	25-JAN-18 -- MWORSHAM
OMB	NIFS Approval: X	25-JAN-18 -- MWORSHAM
County Atty.	Insurance Verification: X	24-JAN-18 -- AAMATO
County Atty.	Approval to Form: X	24-JAN-18 -- DGREGWARE

Dep. CE	Approval: X	08-MAR-18 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	28-FEB-18 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval: X	17-MAY-18 -- RBURKERT
NIFA	NIFA Approval: X	13-JUN-18 -- MKWIATKOWSKI

Contract Summary

Purpose: Amended Term only. (copy attached).
Method of Procurement: RFP #PK0814-1423 dated 1/1/15
Procurement History: Procurement History: RFP PK0814-1423 dated 1/1/15; CAPK17000002 (CQPK15000003-03-04); CAPK17000010 (CQPK15000003-05)
Description of General Provisions: Discover Long Island, formerly known as Long Island Convention and Visitors Bureau, Inc. markets, develops and administers programs and sales strategies designed to encourage, attract, solicit and promote meetings, convention business, tourism and sporting events with Nassau County
Impact on Funding / Price Analysis: none
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	PK
Resp:	1100
Object:	DE518
Transaction:	109
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 800,000.00
TOTAL	$ 800,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PKGEN1100DE518	$ 800,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 800,000.00

(CLPK1800000)
COPK5-03

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: Discover Long Island Inc. formerly known as Long Island Convention and Visitors Bureau

CONTRACTOR ADDRESS: [redacted] NY 11788

FEDERAL TAX ID #: [redacted]

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. X The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on August 21. 2014 Potential proposers were made aware of the availability of the RFP by Newspaper and posting on website. [newspaper advertisement, posting on website, mailing, etc.. _1_ [#] of potential proposers requested copies of the RFP. Proposals were due on September 5.2014 _1_[#] proposals were received and evaluated. The evaluation committee consisted of:: Frank Puglisi. Frank Camerlengo. Timothy O'Connell and Eileen Krieb [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected. The Contract was 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. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on August 10, 2015. This is a pursuant to the an amendment within the scope of the contract or RFP The original contract was entered into 1/1/15.

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 nevertheless2be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

Instructions with respect to Sections VII, VIII and IX: All Departments must check the box for VII. Then, check either box Section VIII or IX, as applicable.

VII. ☐ **This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. X **Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ **Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. X **Vendor will not require any sub-contractors.**

In addition, if this is a contract with an individual or with an entity that has only one or two employees: X a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

1/23/18
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.
Compt. form Pers./Prof. Services Contracts: Rev. 03/16

Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

None

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate..

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 10/5/17

Vendor: Discover Long Island, Inc.

Signed: [signature]

Print Name: Kristen Fitzmagin

Title: President / CEO

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Paul Monte
Date of birth 9/10/57
Home address [redacted]
City/state/zip [redacted]
Business address [redacted]
City/state/zip [redacted]
Telephone [redacted]
Other present address(es)
City/state/zip
Telephone
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
President ___/___/___ Treasurer ___/___/___
Chairman of Board ___/___/___ Shareholder ___/___/___
Chief Exec. Officer ___/___/___ Secretary ___/___/___
Chief Financial Officer ___/___/___ Partner ___/___/___
Vice President ___/___/___
(Other) Vice Chairman 1/1/16
Chairman 1/1/18

3. Do you have an equity interest in the business submitting the questionnaire?
NO _X_ YES ___ 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? NO _X_ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ___ YES X; If Yes, provide details.
Montauk Chamber of Commerce - President
East End Tourism Alliance - Secretary

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ___ YES X If Yes, provide details. REDC and NYS Craft Beverage Grants to EE.T.A.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law; or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES", If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency? NO X YES ___ If Yes, provide details for each such instance.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? NO X YES ___ If Yes, provide details for each such instance.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ___ If Yes, provide details for each such instance.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) N/O

a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

c) Is there any administrative charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ___ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ___ If Yes, provide details for each such conviction.

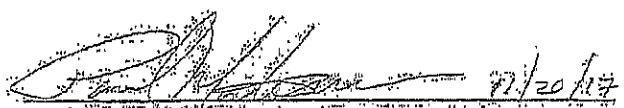
f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ___ If Yes, provide details for each such year.



Signature Date

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, Peter J Volante, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 10 day of January 2018

Barbara M. Russo
Notary Public-State of New York
No. 01RU6129040
Qualified in Suffolk County
My Commission Expires June 6, 2021

Notary Public

Barbara M. Russo

Name of submitting business

Print name Discover Long Island

Signature

Title Chairman

1/10/18
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 Kristen Jarnagin
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 11/2/15 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer 11/2/15 Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓
   If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ___ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ___ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ___ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ___ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ___ NO ✓ If Yes, provide details for each such year.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Kristen Jarnagin, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 17 day October 2017

Notary Public

ALYSSA SILVER CROSTON
NOTARY PUBLIC, State of New York
Suffolk County No. 01SI6034572
Commission Expires Oct. 17, 20___

Discover Long Island
Name of submitting business

Kristen Jarnagin
Print name

Signature

President & CEO
Title

10/17/17
Date

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Bryan DeLuca
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   Other present address(es) ____
   City/state/zip ____
   Telephone ____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer 1/1/2016
   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?
   NO _X_ YES ___ 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? NO _X_ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ___ YES ✓ If Yes, provide details. President of "The East End Transm Alliance"

6. Has any governmental entity awarded any contracts to a business or organization listed in section 5 in the past 3 years while you were a principal owner or officer? NO ___ YES ✓ If Yes, provide details: [illegible]

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO X YES ___ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? NO X YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ___ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ___ If Yes, provide details for each such year.

Karen L Vilar
Notary Pub
Suffolk
My Commissio
#01V 020

Karen L Vilar
Notary Public
Suffolk County, NY
My Commission Expires 11/07/2020
#01V6350178

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, Bryan DeLuca 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 5th day of January 2018

Notary Public

Karen L Vitar
Notary Public
Suffolk County, NY
My Commission Expires 11/07/2020
No. 01V6050078

Name of submitting business

Print name Bryan DeLuca

Signature

Title D.E.I.

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

1. Principal Name Gloria D. Rocha
Date of birth [redacted]
Home address [redacted]
City/state/zip [redacted]
Business address [redacted]
City/state/zip [redacted]
Telephone [redacted]
Other present address(es) N/A
City/state/zip
Telephone
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
President 12/1/80 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?
NO _X_ YES ___ 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? NO _X_ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO X YES ___ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? NO X YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it, and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contracts? NO X YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ___ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ___ If Yes, provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ___ If Yes, provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ___ If Yes, provide details for each such year.

Gloria D. Rocchio, Pres

CERTIFICATION

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I, Gloria D. Rocchio, 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 5 day of January 2018

Notary Public

JAMES J HATTER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HA6127469
Qualified in Suffolk County
My Commission Expires February 28, 2019

Name of submitting business

Print name Gloria D. Rocchio, Pres.

Signature

Title President

01/05/2018

Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Paul Evasick
Date of birth [redacted]
Home address [redacted]
City/state/zip [redacted]
Business address [redacted]
City/state/zip [redacted]
Telephone [redacted]
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
President ___/___/___ Treasurer 1/28/2015
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?
NO _X_ YES ___ 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? NO _X_ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO X YES ___ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? NO X YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ___ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, In the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ___ If Yes, provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ___ If Yes, provide details for each such year.

Paul Evanick

Susan Mullin

SUSAN MULLIN
NOTARY PUBLIC, State of New York
No. 01MU6122033
Qualified in Nassau County
Commission Expires February 7, 2021

CERTIFICATION

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I, Paul Evasick, 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 5 day of January 2018

Notary Public

SUSAN MULLIN
NOTARY PUBLIC, State of New York
No. 01MU6122333
Qualified in Nassau County
Commission Expires February 7, 2021

Name of submitting business

Print name Paul Evasick

Signature Paul Evasick

Title - General Manager

1 / 5 / 2018
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.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: September 12, 2017

1) Proposer's Legal Name: Discover Long Island, Inc. (formerly Long Island Convention & Visitors Bureau)

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years:
None

3) Mailing Address (if different): n/a

Phone: (631) 951-3900

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number [redacted]

5) Federal I.D. Number [redacted]

6) The proposer is a (check one): ___ Sole Proprietorship ___ Partnership __x__ Corporation ___ Other (Describe) Not-for-profit 501(c)6 Corporation

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No __X__ If Yes, please provide details: ___

8) Does this business control one or more other businesses? Yes __ No __X__ If Yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No __X__ If Yes, provide details.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No __X__ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No _X_ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No _X_ If Yes, provide details for each such investigation.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No _X_ If Yes, provide details for each such investigation.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No _X_ Yes ___ If Yes, provide details for each such charge.

b) Any misdemeanor charge pending? No _X_ Yes ___ If Yes, provide details for each such charge.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No _X_ Yes ___ If Yes, provide details for each such conviction

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
No _X_ Yes ___ If Yes, provide details for each such conviction.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No _X_ Yes ___ If Yes, provide details for each such occurrence.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No _X_ Yes ___; If Yes, provide details for each such instance.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No _X_ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please espressly 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 as collection agent 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 as collection agent 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 as a collection agent 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.

Every member of the board of directors must annually sign a conflict of interest form indicating they have no outside relationship, either familial or otherwise that would constitute a conflict of interest. These signed forms are kept on file in the DLI's office in Hauppauge.

Attachments to Business History Form
Please provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

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. Resumes of the President & CEO;

B. Should the proposer be other than an individual, the Proposal should include:
   i) Date of formation; Incorporated in New York State, Sept. 8, 1978 as a not-for-profit 501(c)6 corporation.
   ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. A list of all business members paying annual dues to Discover Long Island is attached.
   iii) Name, address and position of all officers and directors of the company Attached list of officers of the organization;
   iv) State of incorporation (if applicable); Articles of Incorporation (in New York State) attached.
   v) The number of employees in the firm; 11 fulltime and 4 part-time and 4 seasonal.
   vi) Annual revenue of firm; Annual budget is currently $3.2 million
   vii) Summary of relevant accomplishments Attached
   viii) Copies of all state and local licenses and permits. – Not required to have.

C. Indicate number of years in business. 39 years.

D. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. Discover Long Island is currently under contract with both Nassau and Suffolk Counties to market, promote and sell the counties as tourism destinations and sites for meetings and conventions and sporting events under the Long Island region brand.

E. 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 Courtyard Travel Ltd

Contact Person Greg DeClemente, Managing Director/COO

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax #_____

E-Mail Address [redacted]

Company Suffolk County Economic Development

ContactPerson Regina Zara, Dept. of Economic

Development Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax# [redacted]

E-Mail Address [redacted]

[redacted]

Company Ward Melville Heritage Organization

Contact Person Gloria Rocchio President

Address [redacted]

City/State [redacted]

Telephone [redacted]4

Fax# [redacted]

E-Mail Address [redacted]

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I, Kristen Turnagin, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 17 day October 2017

Notary Public

ALYSSA SILVER CROSTON
NOTARY PUBLIC, State of New York
Suffolk County No. 01SI6034572
Commission Expires Oct. 17, 20 1

Discover Long Island
Name of submitting business

Kristen Turnagin
Print name

Signature

President & CEO
Title

10/17/17
Date

Rev. 3-2016

A

Kristen B. Jarnagin

Tel: [redacted]

At-a-Glance career summary

My career began as a public relations professional, but my passion for the tourism industry and its contributions to countless employees who rely on this industry for their livelihood, as well as the generated tax revenues that fund our state's most critical programs has eclipsed my interest in communications in order to serve a broader purpose. My expertise encompasses everything from grassroots community relations to international media and marketing to government relations and producing and promoting special events. My experience in agency, government, corporate and non-profit environments makes me a valuable and well rounded professional with diverse talent and innovative ideas.

Professional Accomplishments

- Secured media placements in *New York Times, USA Today, Travel + Leisure, Chicago Tribune, Washington Post, LA Times, Wall St. Journal, Condé Nast,* CNN, CNBC, Fox and much more.
- Original member of The Giving Girls, local charitable group of executive women (AZ)
- Former Chair of the Public Relations Society of America Travel & Tourism Section
- Associate member of Society of American Travel Writers
- Recipient of Governor's Tourism Award for Sustainability (AZ)

Relevant Employment

Discover Long Island — ***President & CEO*** — **2015 – Present**

Responsibilities include:

- Principal executive officer of the Corporation and, subject to the control of the Board of Directors, in general supervise and control all the business and affairs of the Corporation.
- Attend all Board of Directors, Executive Committee and member meetings; monitor and manage the receipt of funds from Nassau and Suffolk Counties, membership dues, assessments and other sources of income.
- Manage the marketing and sales strategies of the Corporation, maintain lists of members, directors and officers; keep members informed of all matters of interest pertaining to the Corporation; provide notice and retaining records of meetings
- Serve as the spokesperson of the Corporation for applicable community and industry events.
- Appoint such agents and employees of the Corporation as necessary, prescribe their powers, duties and compensation, and delegate authority.
- Develop and supervise plans to promote Long Island as a site for meetings, conventions and sporting events and as a leisure travel destination for domestic and international group and independent travelers.
- Establish attainable marketing and sales goals and provide focus, clarity and direction to staff in the attainment of these objectives.
- Maintain awareness and understanding of changing disciplines that impact marketing decisions.
- Maintain awareness of national and global travel/consumer trends and attitudes impacting and influencing travel decisions.

Arizona Hotel & Lodging Association — ***VP of Communications*** — **2009-2015**

Valley Hotel & Resort Assoc./Arizona Tourism Alliance/Southern Arizona Resort & Lodging Assoc.

Responsibilities included:

- Supporting the President & CEO in all Association management aspects
- Strategizing and implementing all communications efforts for the four organizations
- Planning and implementing multiple monthly and annual events and fundraisers
- Serving as spokesperson for Arizona's Tourism Industry for various audiences
- Participating in all aspects of government affairs and community relations

Sheraton Wild Horse Pass Resort & Spa — ***Director of Public Relations*** — **2003-2009**

Responsibilities included:

- Serving as resort spokesperson for all media interviews and interaction
- Reviewing and fulfilling all charitable donation requests
- Writing and editing all press releases, newsletters, direct mail pieces and package promotions

- Leading and reviewing all Resort branding initiatives for a consistent message
- Developing public relations annual plan and budget and presenting to owners and corporate staff

Arizona Office of Tourism *Director of Media Relations* **1997 - 2003**

Responsibilities included:

- Managing PR initiatives via agencies in Mexico, Canada, Germany Japan and the United Kingdom
- Monitoring contracts with domestic PR agencies and managing four in-house staff members
- Developing and implementing strategic pr and media plans
- Initiating and fulfilling domestic and international promotions and coordinating special events
- Conducting seminars to educate rural-Arizona legislators on the importance of tourism

EDUCATION

Arizona State University Bachelor of Arts in Journalism/Public Relations

(B 11)

** All Loding Properties are Automatic Members of DLI by virtue of Lodging Tax, below are paying members of the organization.**

Member Name	Address	Address 2	City	ST	Zip	Phone
Adventure Park at Long Island, The	17 Beechwood Blvd		Rye-Brook	NY	10573	(914) 481-1809
Adventureland	2245 Route 110		Farmingdale	NY	11735	(631) 694-6868
ALDN Marketing Group	11 Alexander Ave		Farmingdale	NY	11735	(631) 756-1102
Animal Farm Petting Zoo	296 Wading River Road		Manorville		11949	(631) 878-1785
Art League of Long Island	107 East Deer Park Road		Dix Hills	NY	11746	(631) 462-5400
Arts Alive LI -Long Island Arts Alliance	Hillwood Commons #137	720 Northern Blvd.	Brookville	NY	11548	(516) 224-8440
Arts In The Plaza	1 West Chester St		Long Beach	NY	11561	(516) 597-8383
Atlantis Banquets & Events	431 East Main Street		Riverhead	NY	11901	(631) 208-9200 ext 220
Babylon Citizens Council on the Arts - BACCA	47 West Main Street	Suite 4	Babylon	NY	11702	(631) 587-3696
Baiting Hollow Farm Vineyard	2134 Sound Avenue	PO Box 245	Baiting Hollow (GPS locator Calverton)	NY	11933	(631) 369-0100
Bay Street Theater and Sag Harbor Center for the Arts	Bay Street and Main Street		Sag Harbor	NY	11963	(631) 725-9500
Bedell Cellars	36225 Main Road		Cutchogue	NY	11935	(631) 734-7537
Blue Duck Bakery Cafe- Greenport	30 Hampton Rd		Southampton	NY	11968	(631) 338-2060
Blue Duck Bakery Cafe- Riverhead	309 E Main Street		Riverhead	NY	11901	(631) 591-2710
Blue Duck Bakery Cafe- Southold	56275 Main Road		Southold	NY	11971	(631) 629-4123
Blue Point Brewing Company	161 River Avenue		Patchogue	NY	11772	(631) 475-6944
Booking.com USA Inc.	100 William Street	Suite 750	New York	NY	10038	(212) 548-3455
Borellas Farmstand	485 Edgewood Avenue		St. James	NY	11780	(631) 697-3503
Boulton Center for the Arts of the Great South Bay-YMCA	37 West Main Street		Bay Shore	NY	11706	(631) 969-1101
Brewology 295	295 Montauk Highway		Speonk	NY	11979	(631) 801-6221
Bridgeport/Port Jefferson Steamboat Ferry Company	102 West Broadway		Port Jefferson	NY	11777	(631) 473-0286
Brookhaven Gymnasium at Suffolk Community College	1001 Crooked Hill Rd		Brentwood	NY	11717	(631) 851-6948
Brookhaven National Laboratory	Brookhaven National Laboratory	Building 400 C	Upton	NY	11973	(631) 344-4959
Bruce Michael Guided Tours	327 Central Park West	Apt 2C	New York	NY	10025	(917) 623-6602
Captain Whittaker	63 E. Lido Prom		Lindenhurst	NY	11757	(631) 587-7087
Catamaran Mon Tiki	PO BOX 2022		Montauk	NY	11954	(631) 668-2826
Center for Science Teaching and Learning	1450 Tanglewood Road		Rockville Centre	NY	11570	(516) 764-0045
Chateau Briand	40 Crossways Park		Woodbury	NY	11797	(516) 384-6125
Chelsea Mansion at Muttontown Preserve	84 Muttontown Lane,		East Norwich	NY	11732	(516) 571-8851
Claudio's Restaurant & Clam Bar	111 Main Street		Greenport	NY	11944	(631) 477-0715
Coachman Luxury Transport	286 Route 109		Farmingdale	NY	11735	(631) 390-8003
Coastal Research and Education Society of Long Island, Inc.	PO BOX 54		West Sayville	NY	11796	(631) 319-6003
Coe Hall at Planting Fields Arboretum	1395 Planting Fields Rd		Oyster Bay	NY	11771	(516) 922-8670
Coindre Hall	101 Browns Road	Huntington Harbor	Huntington	NY	11743	63-277-7800
Cold Spring Harbor Fire House Museum, The	84 A Main Street		Cold Spring Harbor	NY	11724	(516) 759-4270
Cold Spring Harbor Fish Hatchery & Aquarium	1660 Route 25A		Cold Spring Harbor	NY	11724	(516) 692-6768
Cold Spring Harbor Laboratory	1 Bungtown Road		Cold Spring Harbor	NY	11724	(518) 367-8455
Cooperage Inn	2218 Sound Avenue		Calverton	NY	11933	(631) 727-8894
Copiague Chamber of Commerce	PO Box 8		Copiague	NY	11726	(516) 972-2832
Cradle of Aviation	One Davis Ave		Garden City	NY	11530	(516) 572-4111
Crest Hollow Country Club	8325 Jericho Turnpike		Woodbury	NY	11797	(516) 692-8000x136
Cross Sound Ferry Services, Inc.	2 Ferry Street		New London	CT	6320	(860) 443-5281
CSLI The Whaling Muesum & Education Center	301 Main Street		Cold Spring Harbor	NY	11724	(631) 367-3418
Daily News	4 New York Plaza		New York	NY	10004	(212) 210-1979
Dave & Busters Islandia	1856 Veterans Memorial Highway		Islandia	NY	11749	(631) 582-6615
Delux Transportation	P.O. Box 1259		Port Washington		11050	(516) 861-2038
Design Audio Visual, Inc.	195 A Central Avenue		Farmingdale	NY	11735	(631) 694-3334
Dinghy Shop	934 South Bayview Avenue		Amityville	NY	11701	(631) 264-0005
Discovery Wetland Cruises	111 Main Street		Stony Brook		11790	(631) 751-2244
Doherty Enterpises, Inc. - Applebee's	7 Pearl Court		Allendale	NJ	7401	(201) 818-4669
Doodle Dog Graphics	PO Box 720		Islip Terrace	NY	11752	(631) 224-5914
Duck Walk Vineyards	1375 Peconic Lane		Peconic	NY	11958	(631) 965-7241
Dynasty Limousine	10 John Street		Babylon	NY	11702	(631) 587-8500
East End Seaport Museum	PO BOX 624		Greenport	NY	11944	(631) 766-4081
East End Shirt Company	3 Mill Creek Road		Port Jefferson	NY	11777	(631) 473-2093
East End Tourism Alliance	431 East Main Street		Riverhead	NY	11901	(631) 208-9200 ext.102
East End Volleyball	42 Squiretown Road		Hampton Bays	NY	11946	(631) 728-0397
East Hampton Chamber of Commerce	588 Park Place		East Hampton	NY	11937	(631) 324-0362
Edible East End, LLC.	PO Box 778		Sag Harbor	NY	11963	(631) 537-4637
Eskimo Too Open Boat Fishing	180 Carroll avenue		Ronkonkoma	NY	11779	(631) 834-1951
Event Rings	1010 Grand Blvd.		Deer Park	NY	11729	(631) 392-1234
Execution Rocks Lighthouse	281 South 18th Street	Ste 1416	Philidelphia	PA	19103	(215) 906-5103

Exhibition Center at Suffolk Community College	1001 Crooked Hill Rd		Brentwood	NY	11717	(631) 851-6948
Expedia	350 5th Ave	Suite 7220	New York	NY	10018	(617) 859-6630
Family Affair	PO Box 1976		North Massapequa	NY	11758	(516) 797-8770
Fire Island Ferries, Inc.	99 Maple Avenue	P.O. Box 5312	Bay Shore	NY	11706	(631) 665-3600
Fire Island Lighthouse Preservation Society, Inc.	4640 Captree Island		Captree Island	NY	11702	(631) 321-7028
Fire Island National Seashore	Burma Road		Fire Island	NY	11782	(631) 687-4758
Fireplace Historic District	16 Bay Rd		Brookhaven	NY	11719	(631) 286-3621
Fox Hollow Catering & Conference Center	40 Crossways Park Drive		Woodbury	NY	11797	(516) 918-2718
Freeport Water Taxi & Tours	3400 First Street		Oceanside	NY	11572	(516) 319-6266
Geiger	24 Apricot Ct		Melville	NY	11747	(631) 374-5659
Gerber Law Group LLC	90 Merrick Ave	Suite 400	East Meadow	NY	11554	(516) 228-3553
Glen Cove Mansion Hotel & Conference Center	200 Dosoris Lane		Glen Cove	NY	11542	(516) 674-2902
Global Center for Hospitality at NYIT	49 Bradbury Avenue		Huntington Station	NY	11746	(516) 527-7727
Greater Long Island Running Club	101-24 Dupont Street		Plainview	NY	11803	(516) 349-7646
Greater Patchogue Chamber of Commerce	15 North Ocean Avenue		Patchogue	NY	11772	(631) 207-1000
Greater Port Jefferson Chamber of Commerce	118 West Broadway		Port Jefferson	NY	11777	(631) 473-1414
Greater Sayville Chamber of Commerce, The	PO Box 235		Sayville	NY	11782	(631) 567-5257
Greater Sayville Chamber of Commerce, The	PO Box 235		Sayville	NY	11782	(631) 567-5257
Greenport Harbor Brewing Company	234 Carpenter Street		Greenport	NY	11944	(631) 477-6681
Greg DeClemente - Individual Membership	1010 Northern Boulevard	Suite 226	Great Neck	NY	11021	(516) 773-3700 ext. 208
Guild Hall of East Hampton	158 Main Street		East Hampton	NY	11937	(631) 324-0806
Hampton Collegiate Baseball	PO BOX 263		West Hampton	NY	11977	(631) 466-4393
Hampton Jitney, Inc.	995 County Road 39A		Southampton	NY	11968	(631) 283-4600
Hamptons Baby Gear	21 Enterprise Zone Drive Ste 3		Riverhead	NY	11901	(631) 803-4322
Hamptons Visitors Council	76 Main Street		Southampton	NY	11968	(631) 283-0402
Happy Times Cafe	585 Broadhollow Rd		Melville	NY	11747	(631) 501-1060
Harbes Family Farm & Vineyard	PO Box 1524		Mattituck	NY	11952	(631) 298-0700
Hauppauge Industrial Association	225 Wireless Boulevard		Hauppauge	NY	11788	(631) 543-5355
HeartBeat Farms	178 Oxhead Road		Centereach	NY	11720	(516) 943-6247
Heckscher Museum of Art, The	2 Prime Avenue		Huntington	NY	11743	(631) 351-2250
Hempstead (Town of Hempstead) Office of Tourism	1 Washington Street		Hampstead	NY	11550	(516) 812-3601
Holocaust Memorial and Tolerance Center of Nassau County	100 Crescent Beach Road		Glen Cove	NY	11542	(516) 571-8043
I.F.L.Y Trapeze School	P.O. Box 584		Old Bethpage	NY	11804	(516) 640-6995
Incorporated Village of Port Jefferson	121 West Broadway		Port Jefferson	NY	11777	(631) 418-6689
Insignia	610 Smithtown Bypass		Smithtown	NY	11787	(631) 656-8100
Island Garden Basketball	45 Cherry Valley Avenue		West Hempstead	NY	11552	(516) 292-4856
Island Princess	60 Bardollar Lane		Bayshore	NY	11706	(631) 587-6024
JetSetVacations.com	6 Ponds Street		Oceanside	NY	11572	(800) 538-9188
Jewel Restaurant	400 Broadhollow Road		Melville	NY	11747	(631) 755-5777
JK Kayak & SUP	960 Wheeler Rd. #5633	#5633	Hauppauge	NY	11788	(800) 489-0398
John W. Engeman Theater at Northport	250 Main Street		Northport	NY	11768	(631) 261-2700
Keeper of the Brand	884 Ostego Rd		West Hempstead	NY	11552	(917) 697-1699
Kenneth P. LaValle Stadium at Stony Brook University	Kenneth P. LaValle Stadium at Stony Brook University		East Setauket	NY	11733	(631) 632-7205
Kilwins Babylon Village	190 Deer Park Avenue		Babylon	NY	11702	(631) 482-8551
Kontokosta Winery	824 North Road		Greenport	NY	11944	(631) 477-6997
Lavender by the Bay	7540 Main Road		East Marion	NY	11939	(917) 482-3181
Leonard's Pizzeria	555 Northern Boulevard		Great Neck	NY	11021	(516) 487-7900
Lessing's 360 East	50 South Fairview Ave		Montauk	NY	11954	(631) 483-5025
LGBT Network	20 Crossways Park Dr N		Woodbury	NY	11797	(516) 323-0011
Lin-Mar Travel Associates, Inc.	414 West Sunrise Highway #215		Patchogue	NY	11772	(631) 736-1049
LIU Post	720 Northern Boulevard, Rm 129		Brookville	NY	11548	(516) 299-2781
LIV Long Island Spirits	2182 Sound Avenue		Baiting Hollow	NY	11933	(631) 630-9322
Long Beach Chamber of Commerce	350 National Boulevard		Long Beach	NY	11561	(516) 432-6000
Long Island Aquarium and Exhibition Center	431 East Main Street		Riverhead	NY	11901	(631) 208-9200
Long Island Association	300 Broadhollow Road	Suite 110W	Melville	NY	11747	(631) 493-3025
Long Island Bicycle Tours	P.O. Box 10084		Melville	NY	11747	(631) 824-3360
Long Island Brand Beverages LLC	116 Charolette Ave		Hicksville	NY	11801	(855) 542-2832
Long Island Business News	2150 Smithtown Avenue		Ronkonkoma	NY	11779	(631) 913-4233
Long Island Canoe Kayak Rentals	460 East Main Street		Riverhead	NY	11901	(631) 727-8386
Long Island Children's Museum	11 Davis Avenue		Garden City	NY	11530	(516) 224-5868
Long Island Heritage Trail	111 Main Street		Stony Brook	NY	11790	(631) 751-2244
Long Island MacArthur Airport	100 Arrivals Avenue		Ronkonkoma	NY	11779	(631) 585-3330
Long Island Maritime Museum	88 West Avenue		West Sayville	NY	11796	(631) 447-8670
Long Island Museum of American Art, History & Carriages	1200 Route 25A		Stony Brook	NY	11790	(631) 751-0066 ext. 245
Long Island Nets	15 Metro Tech Center	11th Floor	Brooklyn	NY	11201	(516) 666-8451

Long Island Photo Gallery	467 Main Street		Islip	NY	11751	(888) 600-5474
Long Island Rail Road	Jamaica Station	144-41 94th Avenue Mail Code 1925	Jamaica	NY	11435	(718) 558-6869
Long Island Sports Hub	165 Eileen Way		Syosset	NY	11791	(516) 864-4000
Long Island Stand Up Paddle Boarding	98 Colonial Dr		Patchogue	NY	11772	(631) 326-7926
Long Island Street Fairs & Nassau County Craft & Gift Shows	PO BOX 431		Point Lookout	NY	11569	(516) 442-6000
Long Island Vineyard Tours / Metro Limousine Service	31 West 3rd Street		Freeport	NY	11520	(516) 546-6737
Long Island Wine Council	5120 Sound Avenue		Riverhead	NY	11901	(631) 727-2220
LongHouse Reserve	133 Hands Creek Road		East Hampton	NY	11937	(631) 329-3568 ext. 3
LongIsland.com / Long Island Media, Inc.	67 Horned Rd. Ste 2C		Commack	NY	11725	(631) 406-4410
Love Lane Kitchen	240 Love Lane		Mattituck	NY	11952	(631) 298-8989
Macy's	151 W. 34th Street		New York	NY	10001	(212) 494-2076
Main Street Agency	1004 Ostrander Ave		Riverhead	NY	11901	(631) 875-1695
Mario Restaurant	644 Vanderbilt Motor Parkway		Hauppauge	NY	11788	(631) 273-9407
Mark of Elegance Limousine Service	1717 Motor Parkway		Hauppauge	NY	11788	(631) 582-4280
Martha Clara Vineyards	6025 Sound Avenue		Riverhead	NY	11901	(631) 298-0075
Massapequa Chamber of Commerce	674 Broadway		Massapequa	NY	11758	(516) 541-1443
Mill Neck Manor House	40 Frost Mill Road		Mill Neck	NY	11765	(516) 628-4249
Mission Fencing Center	345 Route 25A	PO Box 595	Rocky Point	NY	11778	(631) 754-4591
Moku Loa Paddle Tribe	520 Shore Dr		Oakdale	NY	11769	(631) 403-7502
Montauk Chamber of Commerce	742 Montauk Highway		Montauk	NY	11954	(631) 668-2855
Montauk Point Lighthouse Museum	2000 Montauk Highway	PO Box 943	Montauk	NY	11954	(631) 668-2544
MP Taverna	470 Driggs Ave		Brooklyn	NY	11211	(845) 325-0854
Museum of American Armor at Old Bethpage Village Restoration	1303 Round Swamp Road	Old Bethpage Village Restoration	Old Bethpage	NY	11804	(516) 454-TANK
Nassau County Department of Park, Recreation & Museum	Eisenhower Park		East Meadow	NY	11554	(516) 572-0252
Nassau County Museum of Art	One Museum Drive		Roslyn Harbor	NY	11576	(516) 484-9337
Nassau Veterans Memorial Coliseum & Exhibition Center	1255 Hempstead Turnpike		Uniondale	NY	11553	(516) 794-9303 xt.116
New York Hearts	James M. Shuart Stadium	Hofstra University	Hempstead	NY	11549	(516) 742-1180
New York Lizards Office	900 Walt Whitman Road	Suite L18	Melville		11747	(631) 424-2608
New York Racing Association Inc./Belmont Race Track	2150 Hempstead Turnpike		Elmont	NY	11003	(718) 659-3516
New York State Tour Boat Association	PO Box 88		Brightwaters	NY	11718	(631) 750-5559
Newsday Media Group	235 Pinelawn Road		Melville	NY	11747	(631) 843-2075
North Brookhaven Chamber of Commerce	5507-10 Nesconset Hwy	4410	Mt Sinai	NY	11776	(631) 807-4438
North Fork Promotion Council	P. O. Box 1965		Southold	NY	11971	(631) 298-5757
Northport Chamber of Commerce	PO Box 33		Northport	NY	11768	(631) 754-3905
Now You're Talking- A Storytelling Show	12 Harvard Avenue		Hewlett	NY	11557	(917) 653-8250
NYIT de Seversky Mansion	NYIT - de Seversky Center	Northern Boulevard	Old Westbury	NY	11568	(516) 686-1240
NYS Parks, Recreation & Historic Preservation - LI Region	625 Belmont Avenue		West Babylon	NY	11702	(631) 669-1000
Oheka Castle	135 West Gate Drive		Huntington	NY	11743	(631) 659-1400 x235
Old Bethpage Village Restoration	27 Saint Johns Place		Freeport	NY	11520	(516) 993-4444 x 208
Old Westbury Gardens	PO Box 430		Old Westbury	NY	11568	(516) 333-0048 ext 310
OM Group, The	1 Hewitt Sq.	250	East Northport	NY	11731	(866) 858-2892 ext 1
One In A Million Inc	51 Franklin Ave		Valley Stream	NY	11580	(516) 829-1111
Osprey's Dominion Vineyards	P.O. Box 158		Peconic	NY	11958	(631) 765-5188
Oxford Hospitality, USA	2 Jericho Plaza	3rd Floor Wing B	Jericho	NY	11753	(631) 428-2109
Oyster Bay- East Norwich Chamber of Commerce	PO Box 21		Oyster Bay	NY	11771	(516) 922-5464
Oyster Bay Historical Society	20 Summit Street	PO BOX 297	Oyster Bay	NY	11771	(516) 922-5032
Oyster Bay Main Street Association	21 West Main Street		Oyster Bay	NY	11771	(516) 922-6982
Oyster Festival	PO Box 152		Oyster Bay	NY	11771	(516) 628-1625
Palmer Vineyards	108 Sound Avenue		Aquebogue	NY	11931	(631) 722-WINE
Panera Bread	165 Old Country Road		Carle Place	NY	11514	(516) 712-5761
Parrish Art Museum	279 Montauk Highway		Watermill	NY	11976	(631) 283-2118 ext. 122
Patchogue Theatre for the Performing Arts	71 East Main Street		Patchogue	NY	11772	(631) 207-1313
Paula Geonia Enterprises Ltd.	PO Box 1641		Commack	NY	11725	(631) 241-5527
Pindar Vineyards	591 Bicycle Path	Ste A	Port Jefferson Station	NY	11776	(631) 473-4589
Plaza Cinema & Media Arts Center, The	20 Terry Street		Patchogue	NY	11772	(631) 848-7288
Polish American Museum	16 Bellview Ave.		Port Washington	NY	11050	(516) 883-6542
Pollock-Krasner House and Study Center	830 Springs Fireplace Road		East Hampton	NY	11937	(631) 324-4929
Post Jeff Brewing Company	22 Mill Creek Rd.		Port Jefferson	NY	11777	(877) 475-2739
Port of Egypt Marine, Inc.	62300 Main Road		Southold	NY	11971	(631) 765-2445
PPHonPHit—Powered by HALO Branded Solutions	56 Lynncliff Rd		Hampton Bays	NY	11946	(631) 723-1899
Print Media Experts, Inc.	N/A		East Meadow	NY	11554	1(877)7746865
ProActive Technology Group	14 Plaza Road		Greenvale	NY	11548	(516) 876-8200
PSAV Presentation Services	Melville Marriott Long Island	1350 Walt Whitman Road	Melville	NY	11747	(631) 351-8114
Public Relations and Marketing Group, LLC, The	156 North Ocean Ave.		Patchogue	NY	11772	(631) 207-1057x107
Quogue Wildlife Refuge	3 Old Country Road	P.O. Box 492	Quogue	NY	11959	(631) 653-4771

Baynham Hall Museum	20 West Main Street		Oyster Bay	NY	11771	(516) 922-6808
BIRUM Island Inspired Cuisine & Rum Bar	13 E Main St		Patchogue	NY	11772	(631) 569-5944
Riverhead Business Improvement District	200 Howell Ave		Riverhead	NY	11901	(631) 591-0722
Riverhead Chamber of Commerce	59 East Main Street		Riverhead	NY	11901	(631) 727-7600
Riverhead Foundation for Marine Research and Preservation	467 East Main Street		Riverhead	NY	11901	(631) 369-9840
Roosevelt Field	ATTN: Roosevelt Field	Mall Stop ID 4836	Salt Lake City	UT	84131-0917	(516) 742-6000
Rooted Hospitality Group	82-84 East Main Street	Unit 3	Patchogue	NY	11772	(631) 714-4436
RPM Raceway	40 Daniel Street		Farmingdale	NY	11735	(201) 333-7223
Rumba Island Cuisine & Rum Bar	48 Canoe Place Rd		Hampton Bays	NY	11946	(631) 594-3544
Ruth's Chris Steak House	600 Old Country Road		Garden City	NY	11530	(516) 222-0220
Safeguard/ Bradley Marketing Group	170 Wilbur Place	Suite 700	Bohemia	NY	11716	(631) 231-9200
Sag Harbor Whaling & Historical Museum	PO Box 1327		Sag Harbor	NY	11963	(631) 725-0770
Sagamore Hill National Historic Site	20 Sagamore Hill Road		Oyster Bay	NY	11771	(516) 922-4788
Sands Point Preserve	127 Middle Neck Road		Sands Point	NY	11050	(516) 571-7900
Sands Point Preserve	127 Middle Neck Road		Sands Point	NY	11050	(516) 439-4891
Sands Point Preserve Conservancy	127 Middle Neck Road		Sands Point	NY	11050	(516) 571-7901
Sayville Ferry Service, Inc.	41 River Road	P.O. Box 626	Sayville	NY	11782	(631) 589-0610
Seasons 52	630 Old Country Road		Garden City	NY	11530	(516) 248-5252
Sap's Farm	7395 Main Rd		East Marion	NY	11939	(609) 903-4806
Shakespeare Festival	The Hamptons Shakespeare Festival	P.O. Box 68	Amagansett	NY	11930	(631) 267-0105
ShellProof Security	14 Plaza Rd		Greenvale	NY	11548	(212) 887-1600
Shelter Island Kayak Tours	PO Box 360		Shelter Island	NY	11964	(631) 749-1990
SIMPLAY Multi-Sport Simulator Center	180 Commerce Drive		Hauppauge	NY	11788	(631) 365-4517
Skudin Surf School/Camp	Long Beach Blvd & Shore Road		Long Beach	NY	11561	(516) 581-5988
Smithtown Landing Country Club	495 Landing Avenue		Smithtown	NY	11787	(631) 360-0534
South Bay Paddlewheel Cruises-Lauren Kristy	PO Box 88		Brightwaters	NY	11718	(631) 750-5859
South Shore Promotion Council Inc.	170 Connecticut Dr.		Oakdale	NY	11769	(631) 321-9005
Southampton Chamber of Commerce	76 Main Street		Southampton	NY	11968	(631) 283-0402
Spa and Studio at East Wind, The	5720 Route 25A		Wading River	NY	11792	(631) 846-2339
Spnea At Westbury, The	250 Post Avenue		Westbury	NY	11590	(917) 623-6602
Sparkling Pointe Vineyard	39750 County Road 48		Southold	NY	11971	(631) 765-0209
Spirits Promise Equine Rescue Program at Blossom Hollow Ranch	2746 Sound Ave		Riverhead	NY	11901	(732) 414-1738
Splish Splash Water Park	2549 Splish Splash Drive		Calverton	NY	11933	(631) 727-3600
St. Joseph's College	155 West Roe Boulevard		Patchogue	NY	11772	(631) 687-2436
Staller Center	Nicolls Road, Stony Brook University		Stony Brook	NY	11790	(631) 632-ARTS
Steinberg Museum of Art at Hillwood	Long Island University	C.W. Post Campus	Brookville	NY	11548	(516) 299-2788
Stony Brook Grist Mill	Eagle Realty	PO Box 572	Stony Brook	NY	11790	(631) 751-2244
Stony Brook University	Office of Communication	Admin 138	Stony Brook	NY	11794	(631) 632-4541
Stony Brook University Indoor Sports Complex	Indoor Sports Complex	Gym Road	Stony Brook	NY	11794	(631) 632-7914
Stony Brook University Student Activities Center and Student Union	Office of Communication	Admin 138	Stony Brook	NY	11794	(631) 632-4591
Stony Brook Village Center	111 Main Street		Stony Brook	NY	11790	(631) 751-2244
Sub-Zero Ice Cream	730 North Ocean Ave		Patchogue	NY	11772	(631) 307-9747
Suffolk Community College Outdoor Track	1001 Crooked Hill Rd		Brentwood	NY	11717	(631) 851-6943
Suffolk County Alliance of Chambers	775 Park Ave	Suite 222	Huntington	NY	11743	(631) 226-8525
Suffolk County Community College Grant Campus	Health Sports and Education Center	Suffolk County Community College	Brentwood	NY	11717	(631) 851-6905
Suffolk County Film Commission	100 Veterans Memorial Highway, 2nd Floor		Hauppauge	NY	11788	(631) 853-4800
Suffolk Theater, The	318 East Main Street		Riverhead	NY	11901	(631) 727-4343
SuperShuttle	300 Commack Rd	2nd Floor	Commack	NY	11725	(631) 648-9083
Swallow East Restaurant	474 West Lake Dr.		Montauk	NY	11954	(631) 668-8344
Swallow Restaurant	366 New York Ave		Huntington	NY	11743	(631) 547-5388
Tanger Outlet Center - Riverhead	1770 West Main Street		Riverhead	NY	11901	(631) 369-2732
Tanger Outlets at The Arches	152 The Arches Circle		Deer Park		11729	(631) 242-0280 x 2
Tapped Enterprises	1805 Louis Kossuth Ave		Ronkonkoma	NY	11779	(631) 913-3817
The Gateway Performing Arts Center	215 South Country Road		Bellport	NY	11713	(631) 286-1139
Tim Jazz Loft	275 Christian Avenue		Stony Brook	NY	11790	(631) 751-1895
The Noel S. Ruiz Theatre at CMPAC	931 Montauk Hwy		Oakdale	NY	11769	(631) 218-2010
The Village Cheese Shop	105 Love Lane		Mattituck	NY	11952	(631) 298-8556
Tilles Center for the Performing Arts	Tilles Center for the Performing Arts at LIU Post Campus	720 Northern Boulevard	Brookville	NY	11548	(516) 299-3100
Town of North Hempstead Business and Tourism Development Corp.	220 Plandome Road		Manhasset	NY	11030	(516) 869-7739
Trans-Star Executive Worldwide Chauffered Services, Inc.	P.O. Box 2574		North Babylon		11703	(800) 894-7827
Travel Media Group /Hotel Coupons.com	108 First Avenue		Ringston	PA	18704	(757) 351-7614
Treasure Cove Resort Marina	469 East Main Street		Riverhead	NY	11901	(631) 727-8385 ext. 107
Trubeki Promotions	150 Wilbur Place	Suite 500	Bohemia	NY	11716	(855) 322-2756
Uber	Uber Technologies	636 West 28th Street	New York	NY	10001	(617) 697-8586
Vanderbilt Museum & Planetarium	180 Little Neck Road		Centerport	NY	11721	(631) 854-5562

Walt Whitman Birthplace State Historic Site & Interpretive Center	246 Old Walt Whitman Road		Huntington Station	NY	11746 (631) 427-5240
Wang Center at Stony Brook University, The	Charles B. Wang Center		Stony Brook	NY	11794 (631) 632-1025
Watermill Caterers	711 Smithtown Bypass		Smithtown	NY	11787 (631) 724-3242
Whisper Vineyards	485 Edgewood Avenue		Saint James	NY	11780 (631) 257-5222
Wiston Airport Shuttle	23 Manor Road		Medford	NY	11763 (631) 924-1200
WMHO Educational and Cultural Center	111 Main Street		Stony Brook	NY	11790 (631) 689-5888
Word Up! Long Island Litfest	3 Caxton Street		Melville	NY	11747 (516) 810-7781
WordHampton Public Relations Inc	512 Three Mile Harbor-Hog Creek Road		East Hampton	NY	11937 (631) 329-0050

B(iii)

Discover Long Island, Inc. Formerly known as Long Island Convention & Visitor Bureau

List of officers of the organization:

Chair
Paul Monte
General Manager
Gurney's Resort
[redacted]

Vice Chair
Bryan Deluca
Executive Director
[redacted]

Secretary
Gloria Rocchio
President
The Ward Melville Heritage Organization
[redacted]

Treasurer
Paul Evasick
General Manager
Long Island Marriott
[redacted]

President
Kristen Jarnagin
Discover Long Island
[redacted]

CSC 45
Drawdown

161205000 462

New York State
Department of State
Division of Corporations, State Records
And Uniform Commercial Code
99 Washington Avenue
Albany, NY 12231
www.dos.state.ny.us

CERTIFICATE OF AMENDMENT OF THE CERTIFICATE OF INCORPORATION OF LONG ISLAND CONVENTION & VISITORS BUREAU, INC.

Under Section 803 of the Not-for-Profit Corporation Law

FIRST: The name of the corporation is LONG ISLAND CONVENTION & VISITORS BUREAU, INC. The name under which the corporation was formed is LONG ISLAND TOURISM COMMISSION, INC.

SECOND: The certificate of incorporation was filed by the Department of State on SEPTEMBER 8, 1978.

THIRD: The law the corporation was formed under is the Not-for-Profit Corporation Law.

FOURTH: The corporation is a corporation as defined in subparagraph (5) of paragraph (a) of Section 102 of the Not-for-Profit Corporation Law.

FIFTH: the certificate of incorporation is amended as follows:

Article FIRST of the Certificate of Incorporation, relating to the name of the Corporation, shall be amended in its entirety. To accomplish the foregoing, Article FIRST is hereby amended in its entirety to read as follows:

"FIRST: The name of the Corporation is DISCOVER LONG ISLAND, INC."

SIXTH: The Secretary of State is designated as agent of the corporation upon whom process against it may be served. The address to which the Secretary of State shall forward copies of process accepted on behalf of the corporation is 330 Motor Parkway, Hauppauge, New York 11788.

SEVENTH: The Certificate of Amendment is authorized by a vote of a majority of the entire board of directors. The corporation has no members.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of the Certificate of Incorporation this 29 day of November 2016.

Name: Kristen Jarnagin
Title: President

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: DISCOVER LONG ISLAND, INC.

DOCUMENT TYPE: AMENDMENT (DOMESTIC NFP) COUNTY: NASS
PROCESS NAME

FILED:12/05/2016 DURATION:********* CASH#:161205000504 FILM #:161205000462

FILER:

FARRELL FRITZ, P.C.
1320 RXR PLAZA

UNIONDALE, NY 11556

ADDRESS FOR PROCESS:

THE CORPORATION
330 MOTOR PARKWAY
HAUPPAUGE, NY 11788

REGISTERED AGENT:

SERVICE COMPANY: CORPORATION SERVICE COMPANY - 45 SERVICE CODE: 45

FEES	65.00	PAYMENTS	65.00
FILING	30.00		
TAX	0.00	CASH	0.00
CERT	0.00	CHECK	0.00
COPIES	10.00	CHARGE	0.00
HANDLING	25.00	DRAWDOWN	65.00
		OPAL	0.00
		REFUND	0.00

388944MRO DOS-1025 (04/2007)

B (vii)

Summary of Relevant Accomplishments

The professional experience and knowledge of the Discover Long Island™ senior staff is exemplified in the levels of demonstrable productivity outlined below:

Consumer advertising

- In 2017 to date, consumer advertising generated over 40,314 requests for the *Long Island Travel Guide.*
- In 2017, Discover Long Island™ added an aggressive Search Engine Optimization and Pay-Per-Click advertising campaign for www.discoverlongisland.com, increasing monthly traffic compared to 2016 by 76%
- In 2016, a bi-weekly Consumer Newsletter was created to share events and notable destination updates – this now reaches over 33,000 opt-in subscribers

Public Relations

- Over 345 earned media placements across print, digital and broadcast to date in 2017, including Travel&Leisure, AFAR, Conde Nast Traveler, CNN Travel, Coastal Living, ABC, NBC and CBS affiliates
- Audience of media reach was over 270,000,000 consumers
- Total advertising equivalency for 2017 to date equals $3,996,000.00

Visitor Services

- Serviced 6,135 visitors at the Long Island MacArthur Airport Information Center and the Visitor Center on the Southern Parkway at Valley Stream State Park (Exit 14) to date in 2017
- Provided direct service to 1,318 telephone inquiries and 1,986 website inquiries to date in 2017

Corporate Group& Sports Events Sales

- To date in 2017, Discover Long Island™ sales initiatives have secured 99 leads which turned definite, resulting in 15,154 room nights for an economic impact of $7,827,242.00
- The organization has brought in 102 prospective leads to date in 2017 for a potential 42,812 room nights and a potential economic impact of $20,442,210.00

International Development

- In 2016, Discover Long Island™ added a destination presence on Brand USA's website, www.visittheusa.com as well as created a German-specific and UK-specific multichannel within the site designed to drive international awareness through the United States tourism agency for the first time

- In 2017, the organization hired a German PR Agency of Record as well as a UK PR Agency of Record, marking the first time Long Island has ever had official representation in target international markets
- In 2017, Discover Long Island™ developed a strategic alliance with New York City & Company to feature the Long Island region as the only region beyond New York City to be listed on its international travel trade website

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Discover Long Island, Inc, formerly known as Long Island Convention & Visitors Bureau

Address [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ✓ Public Corp ____ Partnership ____ Joint Venture

____ Ltd. Liability Co ____ Closely Held Corp ____ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

See Board of Directors list attached.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Please see list of membership attached.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 10/5/17

Signed:

Print Name: Kristen Donaghin

Title: President / CEO

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Discover Long Island, Inc. Formerly known as Long Island Convention & Visitor Bureau

List of officers of the organization:

Chair
Paul Monte
General Manager
Gurney's Resort
[redacted]

Vice Chair
Bryan Deluca
Executive Director
[redacted]

Secretary
Gloria Rocchio
President
The Ward Melville Heritage Organization
[redacted]

Treasurer
Paul Evasick
General Manager
Long Island Marriott
[redacted]

President
Kristen Jarnagin
Discover Long Island
[redacted]

** All Loding Properties are Automatic Members of DLI by virtue of Lodging Tax, below are paying members of the organization.**

Member Name	Address	Address 2	City	ST	Zip	Phone
Adventure Park at Long Island, The	17 Beachwood Blvd		Rye-Brook	NY	10573	(914) 481-1809
Adventureland	2245 Route 110		Farmingdale	NY	11735	(631) 694-6868
ALON Marketing Group	11 Alexander Ave		Farmingdale	NY	11735	(631) 756-1102
Animal Farm Petting Zoo	296 Wading River Road		Manorville		11949	(631) 878-1705
Art League of Long Island	107 East Deer Park Road		Dix Hills	NY	11746	(631) 462-5400
Arts Alive LI-Long Island Arts Alliance	Hillwood Commons #197	720 Northern Blvd.	Brookville	NY	11548	(516) 224-6440
Arts In The Plaza	1 West Chester St		Long Beach	NY	11561	(516) 507-8383
Atlantis Banquets & Events	431 East Main Street		Riverhead	NY	11901	(631) 208-9200 ext 220
Babylon Citizens Council on the Arts - BACCA	47 West Main Street	Suite 4	Babylon	NY	11702	(631) 587-3696
Baiting Hollow Farm Vineyard	2114 Sound Avenue	PO Box 245	Baiting Hollow (GPS locator Calverton)	NY	11933	(631) 369-0100
Bay Street Theater and Sag Harbor Center for the Arts	Bay Street and Main Street		Sag Harbor	NY	11963	(631) 725-9500
Bedell Cellars	36225 Main Road		Cutchogue	NY	11935	(631) 734-7537
Blue Duck Bakery Cafe- Greenport	30 Hampton Rd		Southampton	NY	11968	(631) 333-2060
Blue Duck Bakery Cafe- Riverhead	309 E Main Street		Riverhead	NY	11901	(631) 591-2710
Blue Duck Bakery Cafe- Southold	56275 Main Road		Southold	NY	11971	(631) 629-4123
Blue Point Brewing Company	161 River Avenue		Patchogue	NY	11772	(631) 475-6944
Booking.com USA Inc.	100 William Street	Suite 750	New York	NY	10038	(212) 548-3455
Borellas Farmstand	485 Edgewood Avenue		St. James	NY	11780	(631) 897-3603
Boulton Center for the Arts of the Great South Bay-YMCA	37 West Main Street		Bay Shore	NY	11706	(631) 969-1101
Brewology 295	295 Montauk Highway		Speonk	NY	11972	(631) 801-6221
Bridgeport/Port Jefferson Steamboat Ferry Company	102 West Broadway		Port Jefferson	NY	11777	(631) 473-0286
Brookhaven Gymnasium at Suffolk Community College	1001 Crooked Hill Rd		Brentwood	NY	11717	(631) 851-6942
Brookhaven National Laboratory	Brookhaven National Laboratory	Building 400 C	Upton	NY	11973	(631) 344-4959
Bruce Michael Guided Tours	327 Central Park West	Apt 2C	New York	NY	10025	(917) 623-6602
Captain Whittaker	63 E. Lido Prom		Lindenhurst	NY	11757	(631) 587-7087
Catamaran Mon Tiki	PO BOX 2022		Montauk	NY	11954	(631) 668-2826
Center for Science Teaching and Learning	1450 Tanglewood Road		Rockville Centre	NY	11570	(516) 764-0045
Chateau Briand	40 Crossways Park		Woodbury	NY	11797	(516) 364-5125
Chelsea Mansion at Muttontown Preserve	94 Muttontown Lane,		East Norwich	NY	11732	(516) 571-8851
Claudio's Restaurant & Clam Bar	111 Main Street		Greenport	NY	11944	(631) 477-0715
Coachman Luxury Transport	286 Route 109		Farmingdale	NY	11735	(631) 390-9003
Coastal Research and Education Society of Long Island, Inc.	PO BOX 54		West Sayville	NY	11796	(631) 319-5803
Coe Hall at Planting Fields Arboretum	1395 Planting Fields Rd		Oyster Bay	NY	11771	(516) 922-8670
Colndre Hall	101 Browns Road	Huntington Harbor	Huntington	NY	11743	63-277-7800
Cold Spring Harbor Fire House Museum, The	84 A Main Street		Cold Spring Harbor	NY	11774	(516) 759-4270
Cold Spring Harbor Fish Hatchery & Aquarium	1660 Route 25A		Cold Spring Harbor	NY	11724	(516) 692-6768
Cold Spring Harbor Laboratory	1 Bungtown Road		Cold Spring Harbor	NY	11724	(516) 367-8455
Cooperage Inn	2216 Sound Avenue		Calverton	NY	11933	(631) 727-8894
Copiague Chamber of Commerce	PO Box 8		Copiague	NY	11726	(516) 972-2832
Cradle of Aviation	One Davis Ave		Garden City	NY	11530	(516) 572-4111
Crest Hollow Country Club	8325 Jericho Turnpike		Woodbury	NY	11797	(516) 692-8000x136
Cross Sound Ferry Services, Inc.	2 Ferry Street		New London	CT	6320	(860) 443-5281
CSII The Whaling Museum & Education Center	301 Main Street		Cold Spring Harbor	NY	11724	(631) 367-3418
Daily News	4 New York Plaza		New York	NY	10004	(212) 210-1929
Dave & Busters Islandia	1856 Veterans Memorial Highway		Islandia	NY	11749	(631) 582-6615
Delux Transportation	P.O. Box 1259		Port Washington		11050	(516) 861-2088
Design Audio Visual, Inc.	195 A Central Avenue		Farmingdale	NY	11735	(631) 694-3334
Dinghy Shop	334 South Bayview Avenue		Amityville	NY	11701	(631) 264-0005
Discovery Wetland Cruises	111 Main Street		Stony Brook		11790	(631) 751-2244
Doherty Enterprises, Inc. - Applebee's	7 Pearl Court		Allendale	NJ	7401	(201) 816-4669
Doodle Dog Graphics	PO Box 720		Islip Terrace	NY	11752	(631) 224-5914
Duck Walk Vineyards	1875 Peconic Lane		Peconic	NY	11958	(631) 955-7241
Dynasty Limousine	10 John Street		Babylon	NY	11702	(631) 587-8500
East End Seaport Museum	PO BOX 624		Greenport	NY	11944	(631) 766-4081
East End Shirt Company	3 Mill Creek Road		Port Jefferson	NY	11777	(631) 473-2093
East End Tourism Alliance	431 East Main Street		Riverhead	NY	11901	(631) 208-9200 ext.102
East End Volleyball	42 Squiretown Road		Hampton Bays	NY	11946	(631) 728-0397
East Hampton Chamber of Commerce	588 Park Place		East Hampton	NY	11937	(631) 324-0362
Edible East End, LLC	PO Box 779		Sag Harbor	NY	11963	(631) 537-4637
Eskimo Too Open Boat Fishing	180 Carroll avenue		Ronkonkoma	NY	11779	(631) 834-1951
Event Kings	1010 Grand Blvd.		Deer Park	NY	11729	(631) 392-1234
Execution Rocks Lighthouse	201 South 18th Street	Ste 1418	Philidelphia	PA	19103	(215) 906-5103

Exhibition Center at Suffolk Community College	1001 Crooked Hill Rd		Brentwood	NY	11717	(631) 851-6948
Expedia	350 5th Ave	Suite 7220	New York	NY	10018	(617) 859-5630
Family Affair	PO Box 1976		North Massapequa	NY	11758	(516) 797-8770
Fire Island Ferries, Inc.	98 Maple Avenue	P.O. Box 5311	Bay Shore	NY	11706	(631) 665-3600
Fire Island Lighthouse Preservation Society, Inc.	4640 Captree Island		Captree Island	NY	11702	(631) 321-7028
Fire Island National Seashore	Burma Road		Fire Island	NY	11782	(631) 687-4758
Fireplace Historic District	16 Bay Rd		Brookhaven	NY	11719	(631) 286-1821
Fox Hollow Catering & Conference Center	40 Crossways Park Drive		Woodbury	NY	11797	(516) 910-2718
Freeport Water Taxi & Tours	3400 First Street		Oceanside	NY	11572	(516) 319-5266
Geiger	24 Apricot Ct		Melville	NY	11747	(631) 374-3659
Gertler Law Group LLC	90 Merrick Ave	Suite 400	East Meadow	NY	11554	(516) 228-3553
Glen Cove Mansion Hotel & Conference Center	200 Deserle Lane		Glen Cove	NY	11542	(516) 674-2902
Global Center for Hospitality at NYIT	49 Bradbury Avenue		Huntington Station	NY	11746	(516) 527-7727
Greater Long Island Running Club	101-24 Depot Street		Plainview	NY	11803	(516) 349-7646
Greater Patchogue Chamber of Commerce	15 North Ocean Avenue		Patchogue	NY	11772	(631) 207-1000
Greater Port Jefferson Chamber of Commerce	118 West Broadway		Port Jefferson	NY	11777	(631) 473-1414
Greater Sayville Chamber of Commerce, The	PO Box 235		Sayville	NY	11782	(631) 567-5257
Greater Sayville Chamber of Commerce, The	PO Box 235		Sayville	NY	11782	(631) 567-5257
Greenport Harbor Brewing Company	234 Carpenter Street		Greenport	NY	11944	(631) 477-6681
Greg DeClemente - Individual Membership	1010 Northern Boulevard	Suite 228	Great Neck	NY	11021	(516) 773-3700 ext. 203
Guild Hall of East Hampton	158 Main Street		East Hampton	NY	11937	(631) 324-0806
Hampton Collegiate Baseball	PO BOX 269		West Hampton	NY	11977	(631) 466-4393
Hampton Jitney, Inc.	895 County Road 88A		Southampton	NY	11968	(631) 283-4600
Hamptons Baby Gear	21 Enterprise Zone Drive Ste B		Riverhead	NY	11901	(631) 803-4822
Hamptons Visitors Council	76 Main Street		Southampton	NY	11968	(631) 203-0402
Happy Times Cafe	935 Broadhollow Rd		Melville	NY	11747	(631) 501-1080
Harbes Family Farm & Vineyard	PO Box 1524		Mattituck	NY	11952	(631) 298-0700
Hauppauge Industrial Association	225 Wireless Boulevard		Hauppauge	NY	11788	(631) 543-5255
Heartfleet Farms	178 Oakhead Road		Centereach	NY	11720	(516) 348-6247
Hecksher Museum of Art, The	2 Prime Avenue		Huntington	NY	11743	(631) 351-3250
Hempstead (Town of Hempstead) Office of Tourism	1 Washington Street		Hempstead	NY	11550	(516) 812-3601
Holocaust Memorial and Tolerance Center of Nassau County	100 Crescent Beach Road		Glen Cove	NY	11542	(516) 571-8048
I.FLY Trapeze School	P.O. Box 584		Old Bethpage	NY	11804	(516) 640-5095
Incorporated Village of Port Jefferson	121 West Broadway		Port Jefferson	NY	11777	(631) 418-6699
Insignia	610 Smithtown Bypass		Smithtown	NY	11787	(631) 656-0100
Island Garden Basketball	45 Cherry Valley Avenue		West Hempstead	NY	11552	(516) 292-4956
Island Princess	50 Bandolier Lane		Bayshore	NY	11706	(631) 587-6024
JetSetVacations.com	6 Poole Street		Oceanside	NY	11572	(800) 538-9188
Jewel Restaurant	400 Broadhollow Road		Melville	NY	11747	(631) 755-5777
JK Kayak & SUP	960 Wheeler Rd. #S633	#S633	Hauppauge	NY	11788	(800) 489-0398
John W. Engeman Theater at Northport	250 Main Street		Northport	NY	11768	(631) 261-2700
Keeper of the Brand	894 Oslego Rd		West Hempstead	NY	11552	(917) 697-1699
Kenneth P. LaValle Stadium at Stony Brook University	Kenneth P. LaValle Stadium at Stony Brook University		East Setauket	NY	11733	(631) 632-7205
Kilwins Babylon Village	130 Deer Park Avenue		Babylon	NY	11702	(631) 482-8551
Kontokosta Winery	824 North Road		Greenport	NY	11944	(631) 477-6977
Lavender by the Bay	7340 Main Road		East Marion	NY	11939	(917) 482-3131
Leonard's Polatto	555 Northern Boulevard		Great Neck	NY	11021	(516) 487-7900
Lessing's 360 East	50 South Fairview Ave		Montauk	NY	11954	(631) 498-5025
LGBT Network	20 Crossways Park Dr N		Woodbury	NY	11797	(516) 328-0011
Lin-Mar Travel Associates, Inc.	414 West Sunrise Highway #21S		Patchogue	NY	11772	(631) 736-1049
LIU Post	720 Northern Boulevard, Rm 123		Brookville	NY	11548	(516) 299-2781
LIV Long Island Spirits	2182 Sound Avenue		Baiting Hollow	NY	11933	(631) 630-0322
Long Beach Chamber of Commerce	350 National Boulevard		Long Beach	NY	11561	(516) 432-6000
Long Island Aquarium and Exhibition Center	431 East Main Street		Riverhead	NY	11901	(631) 208-9200
Long Island Association	300 Broadhollow Road	Suite 110W	Melville	NY	11747	(631) 493-3025
Long Island Bicycle Tours	P.O. Box 10094		Melville	NY	11747	(631) 824-3260
Long Island Brand Beverages LLC	116 Charolette Ave		Hicksville	NY	11801	(855) 542-2832
Long Island Business News	2150 Smithtown Avenue		Ronkonkoma	NY	11779	(631) 913-4233
Long Island Canoe Kayak Rentals	469 East Main Street		Riverhead	NY	11901	(631) 727-8336
Long Island Children's Museum	11 Davis Avenue		Garden City	NY	11530	(516) 224-5808
Long Island Heritage Trail	111 Main Street		Stony Brook	NY	11790	(631) 751-2244
Long Island MacArthur Airport	100 Arrivals Avenue		Ronkonkoma	NY	11779	(631) 595-3390
Long Island Maritime Museum	88 West Avenue		West Sayville	NY	11796	(631) 447-8679
Long Island Museum of American Art, History & Carriages	1200 Route 25A		Stony Brook	NY	11790	(631) 751-0066 ext. 245
Long Island Nets	15 Metro Tech Center	11th Floor	Brooklyn	NY	11201	(516) 866-0451

Long Island Photo Gallery	467 Main Street		Islip	NY	11751	(888) 600-5474
Long Island Rail Road	Jamaica Station	144-41 94th Avenue Mail Code 1925	Jamaica	NY	11435	(718) 558-6869
Long Island Sports Hub	165 Eileen Way		Syosset	NY	11791	(516) 864-4000
Long Island Stand Up Paddle Boarding	90 Colonial Dr		Patchogue	NY	11772	(631) 326-7925
Long Island Street Fairs & Nassau County Craft & Gift Shows	PO BOX 481		Point Lookout	NY	11569	(516) 442-6000
Long Island Vineyard Tours / Metro Limousine Service	31 West 3rd Street		Freeport	NY	11520	(516) 546-6797
Long Island Wine Council	5120 Sound Avenue		Riverhead	NY	11901	(631) 722-2220
LongHouse Reserve	133 Hands Creek Road		East Hampton	NY	11937	(631) 329-3568 ext. 3
Longisland.com / Long Island Media, Inc.	67 Harned Rd. Ste 2C		Commack	NY	11725	(631) 406-4410
Love Lane Kitchen	240 Love Lane		Mattituck	NY	11952	(631) 298-8989
Macy's	151 W. 34th Street		New York	NY	10001	(212) 494-2078
Main Street Agency	1004 Ostrander Ave		Riverhead	NY	11901	(631) 875-1695
Mario Restaurant	644 Vanderbilt Motor Parkway		Hauppauge	NY	11788	(631) 273-9407
Mark of Elegance Limousine Service	1717 Motor Parkway		Hauppauge	NY	11788	(631) 582-4250
Martha Clara Vineyards	6025 Sound Avenue		Riverhead	NY	11901	(631) 298-0075
Massapequa Chamber of Commerce	674 Broadway		Massapequa	NY	11758	(516) 541-1443
Mill Neck Manor House	40 Frost Mill Road		Mill Neck	NY	11765	(516) 626-4243
Mission Fencing Center	346 Route 25A	PO Box 595	Rocky Point	NY	11778	(631) 764-4591
Moku Loa Paddle Tribe	520 Shore Dr		Oakdale	NY	11769	(631) 405-7502
Montauk Chamber of Commerce	742 Montauk Highway		Montauk	NY	11954	(631) 668-2355
Montauk Point Lighthouse Museum	2000 Montauk Highway	PO Box 943	Montauk	NY	11954	(631) 668-2544
MP Taverna	470 Driggs Ave		Brooklyn	NY	11211	(845) 325-0354
Museum of American Armor at Old Bethpage Village Restoration	1303 Round Swamp Road	Old Bethpage Village Restoration	Old Bethpage	NY	11804	(516) 454-TANK
Nassau County Department of Park, Recreation & Museum	Eisenhower Park		East Meadow	NY	11554	(516) 572-0252
Nassau County Museum of Art	One Museum Drive		Roslyn Harbor	NY	11576	(516) 484-9337
Nassau Veterans Memorial Coliseum & Exhibition Center	1255 Hempstead Turnpike		Uniondale	NY	11553	(516) 794-9303 xt.118
New York Lizards	James M. Shuart Stadium	Hofstra University	Hempstead	NY	11549	(516) 742-1180
New York Lizards Office	900 Walt Whitman Road	Suite LL8	Melville		11747	(631) 424-2606
New York Racing Association Inc./Belmont Race Track	2150 Hempstead Turnpike		Elmont	NY	11003	(718) 659-3516
New York State Tour Boat Association	PO Box 98		Brightwaters	NY	11718	(631) 750-5359
Newsday Media Group	235 Pinelawn Road		Melville	NY	11747	(631) 843-2075
North Brookhaven Chamber of Commerce	5507-10 Nesconset Hwy	#410	Mt.Sinai	NY	11776	(631) 807-4458
North Fork Promotion Council	P. O. Box 1865		Southold	NY	11971	(631) 298-5757
Northport Chamber of Commerce	PO Box 33		Northport	NY	11768	(631) 754-3905
Now You're Talking–A Storytelling Show	12 Harvard Avenue		Hewlett	NY	11557	(917) 693-8250
NYIT de Seversky Mansion	NYIT - de Seversky Center	Northern Boulevard	Old Westbury	NY	11568	(516) 686-1240
NYS Parks, Recreation & Historic Preservation – LI Region	625 Belmont Avenue		West Babylon	NY	11702	(631) 669-1000
Oheka Castle	135 West Gate Drive		Huntington	NY	11743	(631) 659-1400 x235
Old Bethpage Village Restoration	27 Saint Johns Place		Freeport	NY	11520	(516) 933-4444x 206
Old Westbury Gardens	PO Box 430		Old Westbury	NY	11568	(516) 333-0048 ext 310
OM Group, The	1 Hewitt Sq.	250	East Northport	NY	11731	(866) 898-2892 ext 1
One In A Million Inc	51 Franklin Ave		Valley Stream	NY	11580	(516) 829-1111
Osprey's Dominion Vineyards	P.O. Box 198		Peconic	NY	11958	(631) 765-6188
Oxford Hospitality, USA	2 Jericho Plaza	3rd Floor Wing B	Jericho	NY	11753	(631) 428-2109
Oyster Bay- East Norwich Chamber of Commerce	PO Box 21		Oyster Bay	NY	11771	(516) 922-6464
Oyster Bay Historical Society	20 Summit Street	PO BOX 297	Oyster Bay	NY	11771	(516) 922-5032
Oyster Bay Main Street Association	21 West Main Street		Oyster Bay	NY	11771	(516) 922-6982
Oyster Festival	PO Box 132		Oyster Bay	NY	11771	(516) 628-1625
Palmer Vineyards	108 Sound Avenue		Aquebogue	NY	11931	(631) 722-WINE
Panera Bread	165 Old Country Road		Carle Place	NY	11514	(516) 712-5761
Parrish Art Museum	279 Montauk Highway		Watermill	NY	11976	(631) 283-2118 ext. 122
Patchogue Theatre for the Performing Arts	71 East Main Street		Patchogue	NY	11772	(631) 207-1313
Paula Geenia Enterprises Ltd.	PO Box 1641		Commack	NY	11725	(631) 241-5527
Pindar Vineyards	591 Bicycle Path	Ste A	Port Jefferson Station	NY	11776	(631) 473-4689
Plaza Cinema & Media Arts Center, The	20 Terry Street		Patchogue	NY	11772	(631) 848-7288
Polish American Museum	16 Bellview Ave.		Port Washington	NY	11050	(516) 883-6542
Pollock-Krasner House and Study Center	830 Springs Fireplace Road		East Hampton	NY	11937	(631) 324-4929
Port Jeff Brewing Company	22 Mill Creek Rd.		Port Jefferson	NY	11777	(877) 475-2739
Port of Egypt Marine, Inc.	62300 Main Road		Southold	NY	11971	(631) 765-2445
PPHonPHit—Powered by HALO Branded Solutions	56 Lynncliff Rd		Hampton Bays	NY	11946	(631) 728-1899
Print Media Experts, Inc.	N/A		East Meadow	NY	11554	1[877]7746865
ProActive Technology Group	14 Plaza Road		Greenvale	NY	11548	(516) 876-8200
PSAV Presentation Services	Melville Marriott Long Island	1350 Walt Whitman Road	Melville	NY	11747	(631) 351-8114
Public Relations and Marketing Group, LLC, The	156 North Ocean Ave.		Patchogue	NY	11772	(631) 207-1057x107
Quogue Wildlife Refuge	3 Old Country Road	P.O. Box 492	Quogue	NY	11959	(631) 653-4771

Bayvhaw Hall Museum	20 West Main Street		Oyster Bay	NY	11771	(516) 922-6800
BHUM Island Inspired Cuisine & Rum Bar	19 E Main St		Patchogue	NY	11772	(631) 569-5944
Riverhead Business Improvement District	200 Howell Ave		Riverhead	NY	11901	(631) 591-0722
Riverhead Chamber of Commerce	59 East Main Street		Riverhead	NY	11901	(631) 727-7600
Riverhead Foundation for Marine Research and Preservation	467 East Main Street		Riverhead	NY	11901	(631) 369-9840
Roosevelt Field	ATTN: Roosevelt Field	Mall Stop ID 4836	Salt Lake City	UT	84131-9817	(516) 742-8000
Rooted Hospitality Group	82-84 East Main Street	Unit 3	Patchogue	NY	11772	(631) 714-4416
RPM Raceway	40 Daniel Street		Farmingdale	NY	11735	(201) 333-7223
Rumba Island Cuisine & Rum Bar	43 Canoe Place Rd		Hampton Bays	NY	11946	(631) 594-6544
Ruth's Chris Steak House	600 Old Country Road		Garden City	NY	11530	(516) 222-0220
Safeguard/ Bradley Marketing Group	176 Wilbur Place	Suite 700	Bohemia	NY	11716	(631) 231-9200
Sag Harbor Whaling & Historical Museum	PO Box 1327		Sag Harbor	NY	11963	(631) 725-0770
Sagamore Hill National Historic Site	20 Sagamore Hill Road		Oyster Bay	NY	11771	(516) 922-4788
Sands Point Preserve	127 Middle Neck Road		Sands Point	NY	11050	(516) 571-7900
Sands Point Preserve	127 Middle Neck Road		Sands Point	NY	11050	(516) 499-4891
Sands Point Preserve Conservancy	127 Middle Neck Road		Sands Point	NY	11050	(516) 571-7901
Sayville Ferry Service, Inc.	41 River Road	P.O. Box 626	Sayville	NY	11782	(631) 589-0810
Seasons 52	630 Old Country Road		Garden City	NY	11530	(516) 248-5252
Sep's Farm	7395 Main Rd		East Marion	NY	11939	(603) 909-4906
Shakespeare Festival	The Hamptons Shakespeare Festival	P.O. Box 68	Amagansett	NY	11930	(631) 267-0105
ShellProof Security	14 Plaza Rd		Greenvale	NY	11548	(212) 867-1600
Shelter Island Kayak Tours	PO Box 360		Shelter Island	NY	11964	(631) 749-1000
SIMPLAY Multi-Sport Simulator Center	180 Commerce Drive		Hauppauge	NY	11788	(631) 365-4517
Skudin Surf School/Camp	Long Beach Blvd & Shore Road		Long Beach	NY	11561	(516) 581-5988
Smithtown Landing Country Club	495 Landing Avenue		Smithtown	NY	11787	(631) 360-0534
South Bay Paddlewheel Cruises-Lauren Kristy	PO Box 98		Brightwaters	NY	11718	(631) 750-5359
South Shore Promotion Council Inc.	170 Connecticut Dr.		Oakdale	NY	11769	(631) 321-9005
Southampton Chamber of Commerce	76 Main Street		Southampton	NY	11968	(631) 283-0402
Spa and Studio at East Wind, The	5720 Route 25A		Wading River	NY	11792	(631) 846-2339
Space At Westbury, The	250 Post Avenue		Westbury	NY	11590	(917) 623-6602
Sparkling Pointe Vineyard	39750 County Road 48		Southold	NY	11971	(631) 765-0200
Spirits Promise Equine Rescue Program at Blossom Hollow Ranch	2746 Sound Ave		Riverhead	NY	11901	(732) 414-1738
Splish Splash Water Park	2549 Splish Splash Drive		Calverton	NY	11933	(631) 727-3600
St. Joseph's College	155 West Roe Boulevard		Patchogue	NY	11772	(631) 687-1436
Staller Center	Nicolls Road, Stony Brook University		Stony Brook	NY	11790	(631) 632-ARTS
Steinberg Museum of Art at Hillwood	Long Island University	C.W. Post Campus	Brookville	NY	11548	(516) 258-2708
Stony Brook Grist Mill	Gayle Realty	PO Box 572	Stony Brook	NY	11790	(631) 751-2244
Stony Brook University	Office of Communication	Admin 138	Stony Brook	NY	11794	(631) 632-4641
Stony Brook University Indoor Sports Complex	Indoor Sports Complex	Gym Road	Stony Brook	NY	11794	(631) 632-7914
Stony Brook University Student Activities Center and Student Union	Office of Communication	Admin 138	Stony Brook	NY	11794	(631) 632-4591
Stony Brook Village Center	112 Main Street		Stony Brook	NY	11790	(631) 751-2244
Sub-Zero Ice Cream	730 North Ocean Ave		Patchogue	NY	11772	(631) 807-9747
Suffolk Community College Outdoor Track	1001 Crooked Hill Rd		Brentwood	NY	11717	(631) 851-6648
Suffolk County Alliance of Chambers	775 Park Ave	Suite 222	Huntington	NY	11743	(631) 226-8525
Suffolk County Community College Grant Campus	Health Sports and Education Center	Suffolk County Community College	Brentwood	NY	11717	(631) 851-6905
Suffolk County Film Commission	100 Veterans Memorial Highway, 2nd Floor		Hauppauge	NY	11788	(631) 853-4600
Suffolk Theater, The	118 East Main Street		Riverhead	NY	11901	(631) 727-4343
SuperShuttle	300 Commack Rd	2nd Floor	Commack	NY	11725	(631) 648-9083
Swallow East Restaurant	474 West Lake Dr.		Montauk	NY	11954	(631) 668-8344
Swallow Restaurant	366 New York Ave		Huntington	NY	11743	(631) 547-5388
Tanger Outlet Center - Riverhead	1770 West Main Street		Riverhead	NY	11901	(631) 369-2732
Tanger Outlets at The Arches	152 The Arches Circle		Deer Park		11729	(631) 242-0239 x 2
Tappad Enterprises	1805 Louis Kossuth Ave		Ronkonkoma	NY	11779	(631) 913-3817
The Gateway Performing Arts Center	215 South Country Road		Bellport	NY	11713	(631) 286-1133
The Jazz Loft	275 Christian Avenue		Stony Brook	NY	11790	(631) 751-1895
The Noel S. Ruiz Theatre at CMPAC	931 Montauk Hwy		Oakdale	NY	11769	(631) 218-2810
The Village Cheese Shop	105 Love Lane		Mattituck	NY	11952	(631) 298-8556
Tilles Center for the Performing Arts	Tilles Center for the Performing Arts at LIU Post Campus	720 Northern Boulevard	Brookville	NY	11548	(516) 299-3100
Town of North Hempstead Business and Tourism Development Corp.	220 Plandome Road		Manhasset	NY	11030	(516) 869-7739
Trans-Star Executive Worldwide Chauffered Services, Inc.	P.O. Box 2574		North Babylon		11703	(800) 894-7027
Travel Media Group /Hotel Coupons.com	108 First Avenue		Kingston	PA	18704	(757) 351-7614
Treasure Cove Resort Marina	468 East Main Street		Riverhead	NY	11901	(631) 727-8386 ext. 107
Truehold Promotions	160 Wilbur Place	Suite 500	Bohemia	NY	11716	(855) 222-2756
Uber	Uber Technologies	636 West 28th Street	New York	NY	10001	(617) 697-8566
Vanderbilt Museum & Planetarium	180 Little Neck Road		Centerport	NY	11721	(631) 854-5562

Walt Whitman Birthplace State Historic Site & Interpretive Center	246 Old Walt Whitman Road		Huntington Station	NY	11746	(631) 427-5240
Wang Center at Stony Brook University, The	Charles B. Wang Center	Suite 302	Stony Brook	NY	11794	(631) 632-1025
Watermill Caterers	711 Smithtown Bypass		Smithtown	NY	11787	(631) 724-3242
Whisper Vineyards	485 Edgewood Avenue		Saint James	NY	11780	(631) 257-5222
Winston Airport Shuttle	22 Manor Road		Medford	NY	11763	(631) 924-1200
WMHO Educational and Cultural Center	111 Main Street		Stony Brook	NY	11790	(631) 689-5888
Word Up: Long Island Litfest	8 Canton Street		Melville	NY	11747	(516) 810-7781
WordHampton Public Relations Inc	512 Three Mile Harbor-Hog Creek Road		East Hampton	NY	11937	(631) 329-0050

AMENDMENT NO. 1

This AMENDMENT, dated as of the date last executed by the parties hereto, (together with any exhibits hereto, this "Amendment No. 1"), by and between (i) the County of Nassau, a municipal corporation of the State of New York having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Parks, Recreation & Museums,, having its principal office at the Administration Building, Eisenhower Park, East Meadow, New York 11554 (the "Department"), and (ii) Discover Long Island, formerly known as the Long Island Convention and Visitor's Bureau, Inc. ("Bureau"), a New York not-for-profit corporation, having its principal office at [redacted] or

WITNESSETH:

WHEREAS, pursuant to Request for Proposals #PK 0814-1423 issued on August 21, 2014, the County awarded a contract to the Bureau (the "Promotion Agreement") dated January 1, 2015 to foster tourism and convention activities within Nassau County and to develop, facilitate, improve and enhance the public use and enjoyment of Nassau County; and

WHEREAS, the term of the Promotion Agreement is from January 1, 2015 through December 31, 2017, with the Department having the option to renew the Promotion Agreement under the same terms and conditions for two (2) additional one (1) year periods; and

WHEREAS, the County desires to continue to stimulate economic growth by fostering tourism, convention activities and individual personal visits within Nassau County; and

WHEREAS, Discover Long Island, formerly known as the Long Island Convention and Visitor's Bureau, Inc., is a tourism promotion agency which devotes all of its efforts in Nassau and Suffolk Counties to the furtherance of activities which attract visitors to Long Island; and

WHEREAS, the County selected the Bureau, based upon the view that the Bureau is well-qualified to develop, facilitate, improve and enhance the public use and enjoyment of Nassau County; and

WHEREAS, the Bureau (now known as Discover Long Island) is able and willing to perform the services which are required by Title 24 of the Miscellaneous Laws of Nassau County ("the hotel-motel occupancy tax law"); and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter; and

WHEREAS, the County desires to exercise its first right to renew the Promotion Agreement for an additional one (1) year upon the same terms and conditions.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the County and the Bureau agree as follows:

1. Amended Term. The Promotion Agreement is hereby amended so that the term thereof is renewed for a period of one (1) year from January 1, 2018 through December 31, 2018, with the Department having the right to renew the Promotion Agreement for one (1) additional one (1) year period.

2. Full Force and Effect. All the terms and conditions of the Promotion Agreement not expressly amended by this Amendment No. 1 shall remain in full force and effect and govern the relationship of the parties for the remainder of the Promotion Agreement, as hereby amended.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the date first above written.

DISCOVER LONG ISLAND, FORMERLY KNOWN AS LONG ISLAND CONVENTION AND VISITORS BUREAU, INC.

By: _____
Name: Kristen Jaunasin
Title: President & CEO
Date: 10/7/19

NASSAU COUNTY

By: _____
Name: BRIAN J. SCHNEIDER
Title: DEPUTY COUNTY EXECUTIVE
Date: JUNE 19, 2019

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 17th day of October in the year 2017 before me personally came Kristin Lombardo 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 President of Discover Long Island, 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

ALYSSA SILVER CROSTON
NOTARY PUBLIC, State of New York
Suffolk County No. 01SI6034672
Commission Expires Oct. 17, 2021

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 13 day of June in the year 2018 before me personally came Brian Schneider to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

TANYA L CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County
Commission Expires April 15, 2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/22/2017

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Vivian Weiss
AssuredPartners Northeast, LLC	PHONE (A/C, No, Ext): (631)465-4000 FAX (A/C, No): (631)465-4005
100 Baylis Road	E-MAIL ADDRESS: vivian.weiss@assuredpartners.com
Suite 300	
Melville NY 11747	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Company of America	25666
INSURER B: Travelers Indemnity Company	25658
INSURER C: Travelers Casualty & Surety Company	19038
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Discover Long Island, Inc. dba Long Island Convention & Visitors Bureau

[redacted]

COVERAGES CERTIFICATE NUMBER: CL17121400311 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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	680382Y4338	01/01/2018	01/01/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $ 10,000			CUP382Y4559	01/01/2018	01/01/2019	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB656Y4173	01/01/2018	01/01/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an Additional Insured. Waiver of Subrogation applies in favor of the County of Nassau.

CERTIFICATE HOLDER

County of Nassau
1550 Franklin Avenue
Mineola NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Contract ID#: CQPK15000003

Department: Parks, Rec & Museums

E-72-15

Contract Details

SERVICE: TOURISM PROMOTION

NIFS ID #: CQPK15000003 Resubmitted 6/1/15 NIFS Entry Date: 1/12/15 Term: January 1,2015 – Dec. 31,2017

New ☒ Renewal ☐	1) Mandated Program:	Yes ☐	No ☒
Amendment ☐	2) Comptroller Approval Form Attached:	Yes ☒	No ☐
Time Extension ☐	3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
Addl. Funds ☐	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No
Blanket Resolution ☐ RES#	5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor		County Department
Name: Long Island Convention & Visitors Bureau	Vendor ID# 521137306 01	Department Contact Eileen Krieb
Address [redacted]	Contact Person: Yan Baczkowski	Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554
EMAIL: [redacted]	Phone [redacted] Fax	Phone (516) 572-0238 Fax: 516-572-0227

Routing Slip

Brian Nugent, Chief Dep. Commissioner _____ Date 1/13/15

Frank Camerlengo, Dep. Commissioner _____ Date 1/12/15

Eileen Krieb, CSR _____ Date 1/13/15

Date Rec'd	DEPARTMENT	Internal Verification		DATE Appr'd	SIGNATURE	Legislative Approval Required
1/13/15	Department	NIFS Entry (Dept) / NIFS Appvl (Dept. Head) / Contractor Registered	☐ ☐	1/13/15		
	OMB	NIFS Approval (Contractor Registered)	☐	2/16/15		Yes ☐ No ☐ Not required if blanket resolution
2/20/15	County Attorney	CA RE & Insurance Verification	☐	2/23/15		
2/27/15	County Attorney	CA Approval as to form	☐	2/27/15		Yes ☐ No ☐
	Legislative Affairs	Fw'd Original Contract to CA	☐	3/27/15	Colette A. Peters	
	County Attorney	NIFS Approval	☐	05/08/15		
5/21/15	Comptroller	NIFS Approval	☒	5/21/15		

6/22/15

PR5254 (1/06)

Contract ID#: COPK10000042-05 &06 Department: Parks, Rec. & Museums

Contract Summary

Description: The County and the Contractor desire to amend the original contract, (copy attached), to extend the Term until the end of 2014.
Purpose: To renew the Terms of the original contract until the end of 2014. (copy attached).
Method of Procurement: Contract already on file (copy attached), and in place since April, 2010
Procurement History: Contract already on file (copy attached), and in place since April, 2010
Description of General Provisions: Contract already in place since April, 2010. The Long Island Convention and Visitors Bureau markets, develops and administers programs and sales strategies designed to encourage, attract, solicit and promote meetings, convention business, tourism and sporting events with Nassau County
Impact on Funding / Price Analysis: none Pursuant to New York State and Local law, facilities that provide overnight lodging in Nassau County must collect a Hotel/Motel tax. This tax is remitted quarterly to the Nassau County Treasurer. The County Treasurer then remits 81% of the funds collected to the Department of Parks, Recreation & Museums. The amount that is remitted to the Long Island Convention Bureau will amount to 16.7% of the total funds collected by the County Treasurer.
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	PK
Resp:	1100DE 518
Object:	518
Transaction:	109

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXX
County	$
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 800,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1		$
2		$
3		$
4	800,000	$
~~X~~	PKGEN1100/DE518	$400,000.00
~~X~~	~~PKGEN2100/DE518~~	$400,000.00
	TOTAL	$ 800,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: K. Kelly Date: 3/21/2014

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 Michael L. Cohen	Name	Date 4/27/15
Date 6/26/2015	Date 6/23/15	(For Office Use Only) E #:

PR5254 (1/06)

E-72-15

RULES RESOLUTION NO. 91 – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND LONG ISLAND CONVENTION AND VISITORS BUREAU, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 5-4-15
vote:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with the Long Island Convention and Visitors Bureau, Inc. to provide tourism promotional services pursuant to Title 24 of the Miscellaneous Laws of Nassau County, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with the Long Island Convention and Visitors Bureau, Inc.

RULES RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND LONG ISLAND CONVENTION AND VISITORS BUREAU, INC.

WHEREAS, the County has negotiated a personal services agreement with the Long Island Convention and Visitors Bureau, Inc. to provide tourism promotional services pursuant to Title 24 of the Miscellaneous Laws of Nassau County, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with the Long Island Convention and Visitors Bureau, Inc.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Long Island Convention and Visitors Bureau
CONTRACTOR ADDRESS: [redacted]
FEDERAL TAX ID: [redacted]

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ **The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☑ **The contractor was selected pursuant to a Request for Proposals.**
The Contract was entered into after a written request for proposals was issued on August 21, 2014 [date]. Potential proposers were made aware of the availability of the RFP by Newspaper and posting on website. [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on September 5, 2014 [date]. 1 [#] proposals were received and evaluated. The evaluation committee consisted of: Frank Puglisi, Frank Camerlengo, Timothy O'Connell and Eileen Krieb [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____ date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____

_____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ 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:

[X] a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature
Brian Nugent, Chief Dep. Commissioner

1/13/11
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

TOURISM AND CONVENTION BUSINESS PROMOTION AGREEMENT

This Agreement ("Agreement") made and entered as of January 1, 2015 by and between the County of Nassau ("County"), a municipal corporation of the State of New York, having its principal office at 1550 Franklin Avenue, Mineola, New York 11501, acting on behalf of the County Department of Parks, Recreation and Museums ("Department"), having its principal office at Administration Building, Eisenhower Park, East Meadow, New York 11554 and the Long Island Convention and Visitors Bureau, Inc. ("Bureau"), a New York not-for-profit corporation, having its principal place of business at [redacted]

WHEREAS, the County desires to stimulate economic growth by fostering tourism, convention activities and individual personal visits within Nassau County; and

WHEREAS, the Bureau is a tourism promotion agency which devotes all of its efforts in Nassau and Suffolk Counties to the furtherance of activities which attract visitors to Long Island; and

WHEREAS, in connection with this continued development of Nassau County tourism, convention activities and individual personal visits, the County issued a Request for Proposals #PK 0814-1423 on August 21, 2014; and

WHEREAS, the County selected the Operator, based on the view that the Operator is well-qualified to develop, facilitate, improve and enhance the public use and enjoyment of Nassau County; and

WHEREAS, the Bureau is able and willing to perform the services which are required by Title 24 of the Miscellaneous Laws of Nassau County ("the hotel-motel occupancy tax law"); and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the County desires to enter into a contract with the Bureau to carry out the services that are listed in said local law and as described in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the County and the Bureau agree as follows:

1. Bureau Responsibilities

(a) The County engages the Bureau to market, develop and administer programs and sales strategies designed to encourage, attract, solicit and promote meetings, convention business, tourism and sporting events within Nassau County ("Services"). Such programs shall include, but not be limited to, the following:

(i) Promoting the cultural and natural resources, attractions, and places of business within Nassau County, its Towns and its Villages, and stimulating economic growth by attracting conventions, meetings, sporting events and visitors to Nassau County. Special emphasis should be made on promoting Nassau County as an overnight destination for both national and international travelers and business groups.

(ii) The development and execution of an annual marketing and advertising program designed to solicit conventions, meetings, sporting events, tour groups and individual visitors to Nassau County.

(iii) Producing, distributing, and evaluating, on an annual basis, the collateral materials for visitors containing information about area hotels, restaurants, attractions, shopping activities and visitor services. Bureau shall consult with County and submit copy to County for review and comment prior to submitting editorial materials for publication.

(iv) Operating one (1) tourist information center serving visitors to Nassau County or such other number of centers as may be mutually agreed upon by the parties in writing.

(v) Maintaining a web site to promote County activities. County shall have input into content of website to ensure that all County facilities and activities are properly listed and receive proper exposure.

(b) In addition to the foregoing, the Bureau shall perform such Services as may be necessary to accomplish the work required to be performed under and in accordance with this Agreement.

(c) The Bureau shall comply with any and all legal requirements imposed upon contract agencies that do business with the County of Nassau.

2. Marketing Strategy and Plan; Budget.

(a) The Bureau shall provide to the County, simultaneously with the execution of this Agreement and thereafter no later than ninety (90) days before the end of each calendar year during the contract term, an up-to-date "Marketing Plan." As used in this Agreement, the term "Marketing Plan" shall mean a document that includes the following information: (i) mission statement and goals; (ii) organizational chart (iii) services summary; (iv) marketing and sales plan strategy and goals; (v) fundraising strategy and goals; (vi) operating procedures; (vii)

personnel plan; (ix) insurance summary; (x) profit and loss statement; (xi) cash flow analysis; (xii) balance sheet; and (xiii) any other relevant material used by the Bureau.

(b) The Bureau shall provide to the Department, on an annual basis and on such date as specified by the Department, a copy of its Budget. Revisions to the Budget shall also be provided to the Department on such date as specified by the Department. The submission by the Bureau to the Department of such Budget, as well as any revisions to the Budget, shall include category detail.

3. Payment and Compensation

(a) The County shall pay to the Bureau sixty-six and two-thirds percent (66 $^{2/3}$%) of twenty-five percent (25%) of the tax receipts received by the County under the hotel-motel tax occupancy law. Said receipts received by the County in each calendar quarter year, shall be paid to the Bureau within thirty (30) days after the end of said calendar quarter year. Such receipts shall be used by the Bureau solely for the performance of the Services described herein.

(b) It is expressly agreed that the total payment to the Bureau is limited to the actual collection of receipts, and shall include a pro rata portion of the penalties or interest which may be collected by the County for noncompliance with the local law.

4. Expenditures.

(a) The Bureau shall establish internal controls wherein the governing board of the Bureau shall review and approve all expenditures of employees relating to travel, entertainment, marketing, and other expenses associated with promoting tourism in Nassau County.

(b) The Bureau shall require that all checks expending Nassau County hotel/motel tax monies are executed with dual signatures and hereby affirmatively states that a policy has been established instituting such measures to assure that the requirement of dual signatures is enforced.

(c) The Bureau shall submit annually to the Nassau County Executive and the Clerk of the Nassau County Legislature an audited financial report and a copy of the agency's by-laws.

(d) All sums paid to the Bureau shall be expended on promoting and advancing Nassau County tourism, and its historic or cultural areas, programs, events or activities as required under New York State Tax Law § 1202-q(6) and Title 24 of the Miscellaneous Laws of Nassau County. The percentage of time devoted by Bureau to Nassau County related activities must be equal to that of its annual contribution to Bureau. Bureau shall also maintain a contemporaneous record of expenditures made, indicating in brief summary the Services performed pursuant to this Agreement with the understanding that all expenditures must be made in strict compliance with any and all applicable laws and terms of this Agreement

5. Financial Statements

The Bureau shall submit to the County within one hundred twenty (120) days after the close of each annual fiscal period a report on the overall financial condition and operations of the Bureau, including a balance sheet and statement of income and expenses, audited by a Certified Public Accountant. Such report shall be submitted to the County Executive, County Comptroller, County Legislature and the Department.

6. Term

The term of this Agreement shall commence on January 1, 2015 and terminate on December 31, 2017, unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the Department may renew this Agreement under the same terms and conditions for two (2) additional one (1) year periods.

7. Miscellaneous.

(a) During the term of this Agreement, if the Bureau should elect to use the website domain discoverlongisland.com within their tourism promotion, and is restricted at any time from using that website domain, the County shall be notified immediately. Bureau shall work with County to ensure County parks, leading tourism assets and attractions and other facilities and events receive maximum exposure in all media, including the website and travel guide.

(b) The County may designate an employee or employees to act as liaison with the Bureau in the performance of the Services provided herein. Such liaison is not authorized to participate in the day-to-day operation and/or management of the Bureau. The Bureau shall designate an employee or employees to act as liaison with the County.

(c) Quarterly as directed by the Department during the term hereof, the Bureau shall deliver to the County a written report setting forth in detail the activities and demonstrating the effectiveness of the Bureau's efforts in increasing sales tax revenue and tourism. Such reports shall include verifiable statistics. The Bureau shall account for (including particularly services and funds provided to Parks under the jurisdiction of the County) the money raised by or granted to the Bureau and the expenditures made by the Bureau for such uses during the preceding fiscal year. The Bureau shall provide such other reports and additional information as may reasonably be requested by the County.

8. Conflicts of Interest.

(a) Bureau agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the County except however, the Bureau may provide similar services on behalf of the County of Suffolk during the term hereof.

(b) Bureau may not simultaneously represent other clients in matters or proceedings adverse to the County or its agencies without the prior written approval of the County. The representation of any individual in a dispute concerning the legal relationship between the individual and the County or its agencies shall be deemed a conflict that will require disqualification.

(c) Bureau is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as the Bureau is retained on behalf of the County. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

(d) The Bureau, during the term of this Agreement, shall maintain on file a "Policy on Conflicts of Interest" that is consistent with the policy of the County. The Bureau shall provide the County with a copy of same and shall, on an annual basis, collect "Conflict of Interest Statements" from all directors and employees of the Bureau. Such "Conflicts of Interest Statements" shall be kept on file at the Bureau and made available to the County upon request.

(e) The Bureau shall use the Nassau County hotel/motel tax revenues in a manner so as to avoid any conflict of interest between the personal, professional or business interests of any Officer or Member of the Board of Directors with the interests of the Bureau.

9. Intellectual Property Rights

(a) During the term of this Agreement, the County grants the Bureau a limited, non-exclusive, license to use the County's trademarks, trade names, service marks, logos and symbols ("Trademark") in connection with advertising, promotion and/or publicity (including, without limitation, press announcements, etc.) (collectively, the "Promotional Materials") in relation to the Services to be provided under this Agreement.

(b) During the term of this Agreement, the Bureau grants the County a limited, non-exclusive license to use Bureau's Trademarks (as hereinafter defined) in connection with Promotional Materials in relation to the Services to be provided under this Agreement.

(c) Each party warrants that their respective Promotional Materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.

(d) Each party shall retain all rights, title and interest in and to all of the information, content, data, designs, materials and all copyrights, Trademark rights and other proprietary rights thereto, provided to the other party for limited use pursuant to this Agreement. Except as expressly provided herein, no other right or license with respect to any, copyrights, Trademark rights or other proprietary rights is granted under this Agreement. All rights not expressly granted hereunder by a party are expressly reserved to such party and its licensors and information and content providers.

(e) If the work of the Bureau under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, the Bureau may secure copyright protection. However, the County reserves, and the Bureau

hereby gives to the County, and to any other municipality or government agency or body designated by the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

10. Independent Contractor

The Bureau is an independent contractor of the County. The Bureau shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Bureau (a "Bureau Agent"): (i) Be 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).

11. No Arrears or Default

The Bureau 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.

12. Compliance with Law

(a) Generally. The Permittee shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, prevailing and living wage, disclosure of information, and vendor registration, in connection with its performance under this Permit. 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, and any requisite approvals or permits as may be required by the Nassau County Police Department or Nassau County Department of Public Works, as the same may be amended from time to time, enacted, or adopted. The Permittee shall obtain, at its sole cost and expense, any and all approvals, permits and other licenses required by federal, state and local laws, rules, regulations and orders which are or may become necessary including any Nassau County Department of Health permits required, any and all inspections of the Nassau County Fire Marshall's Office, and be subject to the Policies and Standards for Marketing and Advertising (hereinafter, the "County's Advertising Policy") attached hereto as Exhibit "A", as may be amended from time to time by the County.

(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 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) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Bureau acknowledges that Contractor Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Bureau of such request prior to disclosure of the Information so that the Bureau may take such action as it deems appropriate.

13. Minimum Service Standards

Regardless of whether required by Law:

(a) The Bureau shall, and shall cause Bureau 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 Bureau shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Bureau operates. The Bureau shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Bureau Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) The Bureau specifically represents and warrants that it has and shall possess, and that its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform.

(d) In connection with the termination or impending termination of this Agreement the Bureau 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 Bureau's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Indemnification, Defense, Cooperation.

(a) The Bureau 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 (i) any claim that any Bureau trademark or any other intellectual property belonging to or supplied by the Bureau infringes upon or violates any patent, copyright, trademark, trade secret, or any other proprietary right of any third party, (ii) any breach or alleged breach of any representation, warranty or covenant of the Bureau, and (iii) any acts or omissions of the Bureau or a Bureau 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 Bureau shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Bureau shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Bureau'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 Bureau is responsible under this Section, and further to the Bureau's indemnification obligations, the Bureau shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Bureau shall, and shall cause Bureau 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 Bureau and/or a Bureau Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

15. Insurance.

(a) Types and Amounts. The Bureau 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 three million dollars ($3,000,000) per occurrence;

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 three million dollars ($3,000,000) per occurrence,

iii. Compensation insurance for the benefit of the Bureau'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 Bureau pursuant to this Agreement shall be: i. Written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and ii. In form and substance acceptable to the County. The Bureau shall be solely responsible for the payment of all deductibles to which such policies are subject. The Bureau 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 Bureau 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 Bureau shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Bureau 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 Bureau to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Bureau 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.

16. **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.

17. **Termination.**

(a) Generally. This Agreement may be terminated:

(i) For any reason by the County upon thirty (30) days' written notice to the Bureau; (ii) by operation of law; (iii) for "Cause" by the County immediately upon the receipt

by the Bureau of written notice of termination; (iv) upon mutual written Agreement of the County and the Bureau; and (v) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes:

(i) A breach of this Agreement; (ii) The failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) The termination or impending termination of federal or state funding for the services to be provided under this Agreement if such termination is based upon the conduct or alleged conduct of the Bureau.

(b) By the Bureau. This Agreement may be terminated by the Bureau if performance becomes impracticable through no fault of the Bureau, where the impracticability relates to the Bureau'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 Bureau 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 Bureau 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 Bureau'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.

(d) Payments upon Termination.

Upon termination, any monies received by the Bureau pursuant to this Agreement, but not yet encumbered for goods or services obtained and/or contracted for pursuant to this Agreement shall be returned to the County within fifteen (15) business days. Upon termination, any funds paid to the Bureau by the County which were used by the Bureau in a manner that failed to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the County may recoup such payments from any amounts due or becoming due to the Bureau from the County under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

(e) In the event of the Bureau's dissolution, insolvency or cessation of business, this Agreement shall terminate, effective seven (7) days after receipt of notice from the County, and all unallocated and/or non-appropriated funds received from the County shall be accounted for and promptly paid to the County.

18. Accounting Procedures; Records

(a) The Bureau 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 Bureau is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

(b) If the Bureau fails to cooperate with an audit by the Comptroller, the County shall have the right to suspend or partially withhold payments under this Agreement or under any other agreement between the parties until such cooperation is forthcoming. If such an audit discloses overpayments by the County to the Bureau, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Bureau shall repay the amount of such overpayment by check to the order of the Nassau County Treasurer or shall submit a proposed plan of repayment to the Comptroller. If there is no response or if satisfactory repayments are not made, the County may recoup overpayments for any amount due or becoming due to the Bureau from the County under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

(c) Payments made under this Agreement are subject to revisions based on audits and inspections conducted by the Comptroller of the County or his duly designated representative.

19. 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 Bureau 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 Bureau 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 Bureau shall allege that the above-described actions and inactions preceded the Bureau'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.

20. Work Performance Liability.

The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor 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.

21. 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.

22. 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 Bureau 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 Bureau, to the attention of the person who executed this Agreement on behalf of the Bureau at the address specified above for the Bureau, or in each case to such other persons or addresses as shall be designated by written notice.

23. 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.

24. 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.

25. 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.

26. Administrative Service Charge

The Bureau agrees to pay the County an administrative service charge of five hundred thirty three dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 7-1979, as amended by Ordinance Number 201-2001, and further amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Bureau upon signing this Agreement.

27. Executory Clause

Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless: i. All County approvals have been obtained, including, if required, approval by the County Legislature, and ii. this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the BUREAU and the COUNTY have executed this Agreement as of the date first above written.

LONG ISLAND CONVENTION AND VISITORS BUREAU

By: _____
Name: Yaa Boateng
Title: President
Date: 12/16/2014

NASSAU COUNTY

By: _____
Name: Charles Lillis
Title: Deputy County Executive
Date: 8/10/15

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
SUFFOLK)ss.:
COUNTY OF ~~NASSAU~~)

On the 17 day of DEC in the year 2014 before me personally came VAN BACZKOWSKI 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 Pres of LICVM 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

JOANN DIAMOND
Notary Public, State of New York
No. 01DI6121584
Qualified in Suffolk County
Commission Expires Jan 18, 2017

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 16th day of August in the year 2015 before me personally came Charles Rosanda to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument, and that he or she signed his or her name thereto.

Concetta A Petrucci
NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 20__

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work.

Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the 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.

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 or 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/WBEs.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.

I. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director, except in the case of final determinations issued pursuant to Section (a) through (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 Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Yo Bazbaz (Name)

[redacted]

[redacted] (Telephone Number)

2. The contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Proposer/Bidder _____ 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 by the Proposer/Bidder, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ___✓___ has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

12/16/2014
Dated

Signature of Chief Executive Officer

Yan Pazkarski
Name of Chief Executive Officer

Sworn to before me this

17 day of DEC, 2014

Notary Public

JOANN DIAMOND
Notary Public, State of New York
No. 01D[illegible]
Qualified in [illegible]
Commission Expires [illegible] 17

EXHIBIT "A"
POLICIES AND STANDARDS FOR MARKETING AND ADVERTISING

I. PURPOSE

A. Objectives. Through this policy, Nassau County (the "County") intends to establish definite, objective, uniform, and enforceable standards for advertising and marketing on County-owned properties, assets and events ("Advertising"). In setting such standards, the County seeks to fulfill certain goals and objectives, including but not limited to:

(a) maintaining the safe and orderly operation of Departments facilities;
(b) maximization of revenue generated by Advertising;
(c) maintaining a safe and welcoming environment for County residents and visitors, including minors;
(d) avoiding the identification of the County with advertisements or the viewpoints of the advertisers;
(e) maintaining an image of neutrality on political matters and other noncommercial issues that are the subject of public debate and concern; and

B. Nonpublic Forum. By allowing limited types of Advertising, the County does not intend to create a public forum for public discourse or expressive activity, or to provide a forum for all types of advertisements. Advertising is intended only to generate revenue for the County. The County intends that Departments assets and events constitute nonpublic forums that are subject to the restrictions set forth in Section II.

C. Reservation of Rights. The County reserves the right, from time to time, to waive, suspend, modify, or revoke the application of any or all of these policies and standards as it deems necessary to comply with legal mandates and to fulfill the goals and objectives referred to herein. All of the provisions of these policies and standards shall be deemed severable.

D. Disclaimer. The County reserves the right, in all circumstances, to require that an advertisement include a disclaimer indicating that it is not sponsored by, and does not necessarily reflect the views of, the County.

E. Applicability. These policies and standards shall apply to all property governed by the Departments pursuant to this Agreement.

II. ADVERTISING STANDARDS

A. Commercial Advertisements Only. Except for Advertising defined in Section II.C or Section II.D., only advertisements promoting primarily the sale of commercial goods or services are permitted.

B. Prohibited Advertising. Advertisements shall not be accepted, displayed or maintained on Departments assets or events if the advertisements fall within one or more of the following categories:

1) Demeaning or disparaging. The advertisement contains material that demeans or disparages an individual, group, or entity. An advertisement will be deemed to contain

such material where a reasonably prudent person using prevailing community standards would believe that the advertisement contains material that ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of, an individual, group, or entity.

2) Tobacco. The advertisement's purpose or effect is to identify a brand of a tobacco product (any substance which contains tobacco, including, but not limited to, cigarettes, cigars, pipe tobacco and chewing tobacco), a trademark of a tobacco product or a trade name associated exclusively with a tobacco product, or to promote the use or sale of a tobacco product.

3) Profanity. The advertisement contains profane, vulgar, or scatological language.

4) Firearms. The advertisement either (a) contains an image of a firearm in the foreground of the main visual; or (b) contains image(s) of firearm(s) that occupy 15% or more of the overall advertisement; or (c) contain images or depictions of illegal firearms or other illegal weapons, or the unlawful use of firearms or other weapons.

5) Violence. The advertisement contains an image or description of graphic violence, including, but not limited to (1) the depiction of human or animal bodies or body parts, or fetuses, in states of mutilation, dismemberment, decomposition, or disfigurement, and (2) the depiction of weapons or other implements or devices used in the advertisement in an act or acts of violence or harm on a person or animal.

6) Unlawful goods or services. The advertisement contains any material that promotes or encourages, or appears to promote or encourage, the use or possession of unlawful or illegal goods or services.

7) Unlawful conduct. The advertisement contains any material that promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities.

8) Obscenity. The advertisement contains obscene material. For purposes of these policies and standards, the term "obscene" shall have the meaning contained in New York Penal Law Section 235.00, as such provision may be amended, modified or supplemented from time to time.

9) Indecent Material. The advertisement contains material which, if sold or loaned to a minor for monetary consideration with knowledge of its character and content would give rise to a violation of New York Penal Law Section 235.21, as such provision may be amended, modified, or supplemented from time to time.

10) Offensive Sexual Material. The advertisement contains material which constitutes public display of offensive sexual material in violation of New York Penal Law Section 245.11, as such provision may be amended, modified, or supplemented from time to time.

11) Patently Offensive Material. The advertisement contains material that would be deemed patently offensive by a reasonably prudent person of average sensitivity in the community.

12) Political or "Issues" Advertising. The advertisement (1) refers to a specific ballot question, initiative petition, or referendum; (2) refers to any candidate for public office; or (3) promotes, opposes or otherwise directly relates to issues of public debate on

economic, political, or social issues.

13) Endorsement. The advertisement contains any material that implies or declares an endorsement by the County of any service, product or point of view, without prior written authorization of the County.

14) False, misleading, or deceptive material. The advertisement contains any material which is false, misleading, or deceptive.

15) Libelous speech, copyright infringement, etc. The advertisement contains any material which is libelous or an infringement of any copyright, trade or service mark, title or slogan, or is otherwise unlawful or illegal or likely to subject the County to litigation.

16) Right of Privacy. The advertisement contains any material which violates New York Civil Rights Law Section 50, as such provision may be amended, modified, or supplemented from time to time.

17) Adult-oriented goods or services. The advertisement promotes or encourages, or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, slogans or other materials which are identifiable with films rated "X" or "NC-17," adult book stores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult Internet sites, and escort services, or other similar places, things or services.

18) Distractions and Interference. The advertisement (i) displays the words "Stop," "Drive In," "Danger," or any other word, phrase, symbol or character that, as determined by the County, may interfere with, mislead, direct or distract vehicular traffic and/or (ii) comprises rotating, revolving, or flashing light devices or any moving parts.

19) Advertisements Adverse to the County. The advertisement is (i) directly adverse to the commercial or administrative interests of the County, or (ii) harmful to the morale of County employees.

20) Alcohol Advertising. The advertisement promotes the sale of wine, liquor, beer, or distilled spirits or other alcoholic beverages; provided, however, that such advertisement may be accepted, displayed or maintained if it would not otherwise qualify under one of the above categories, does not promote the abuse alcoholic products and does not use lewd or salacious content. In addition, such advertising must be removed in the event that a municipality in which the advertising is located requests that such advertising be removed. In such event, the County shall endeavor to work with the Franchisee to locate another suitable location for such advertising. However, the Franchisee shall not be entitled to a reduction in any of its payment obligations to the County in the event another suitable location cannot be found.

C. County Operations. Nothing in this policy shall limit the County's right to display on Departments assets and events any advertisements and notices that pertain to County operations or initiatives.

D. Existing Laws. All advertisements must comply with all applicable federal, state, and local laws, rules, and regulations.

III. REVIEW OF ADVERTISING DECISIONS

A. Initial Reviews. The Licensee will review each advertisement to determine whether the advertisement is in conformity with the policies and standards set forth in Section II. If Licensee determines that an advertisement is not or may not be in conformity with such standards:

a) The Licensee shall promptly notify designated County staff of its determination and the reasons for its determination. Upon receipt of such notification, the County shall advise the Licensee whether the County concurs with the contractor's determination concerning the advertisement.

b) In the event that the County concurs in the determination of the Licensee, the Licensee may, in consultation with designated County staff, discuss with the advertiser one or more revisions to the advertisement, in order to bring the advertisement into conformity with the policies and standards set forth in Section II. The advertiser shall then have the option of submitting a revised advertisement for review in accordance with these policies and standards.

(c) In the event that the Licensee and the advertiser do not reach agreement with regard to a revision of the advertisement, or in the event that the Licensee and the County determine that no appropriate revision could bring the advertisement into conformity with the policies and standards set forth in Section II, the Licensee shall promptly provide the advertiser with a copy of these Policies and Standards and written notice of the determination, the reason(s) for the determination, and the advertiser's right to a review before the County's Designated Advertising Review Committee. The Licensee shall provide such committee with a copy of the written notice to the advertiser and the advertisement at issue.

B. Appeals to Advertising Review Committee. An advertiser may appeal a decision to reject or remove an advertisement by filing a written request with the Advertising Review Committee within ten (10) business days after receipt of the rejection or removal decision. The advertiser's request must state why the advertiser disagrees with the decision in light of the County's Advertising policies and standards. The Advertising Review Committee at a minimum shall consist of supervisory personnel from the Planning Department and the County Attorney's Office. The Advertising Review Committee shall review the basis for the rejected or removed advertisement and shall consider the advertiser's reasons for filing the request. The Advertising Review Committee shall make a decision on the request and shall notify the advertiser of its decision in writing within fifteen (15) business days after receiving the advertiser's request.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Long Island Convention & Visitors Bureau

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Non 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):

See attached.
List of Board Officers & Addresses

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

Long Island Convention & Visitors Bureau

Chair
Steve Bate
Executive Director
LI Wine Council Assoc.
[redacted]

Vice-Chair
Paul Monte
General Manager
Gurney's Resort
[redacted]

Secretary
Gloria Rocchio
President
Ward Melville Heritage Assoc.
[redacted]

Treasurer
Michael Johnston
Principal
Concorde Hotel Group
[redacted]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 4/5/16

Signed: [signature]

Print Name: Kristian Jarnagin

Title: President / CEO

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Greg DeClemente (Name)

[redacted] (Address)

[redacted] (Telephone Number)

2. The contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Proposer/Bidder _____ 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 by the Proposer/Bidder, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action ____ has _/_ has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

5. Proposer/Bidder 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.

5/28/15
Dated

Signature of Chief Executive Officer

GREGORY DeCLEMENTE
Name of Chief Executive Officer

Sworn to before me this

28 day of May, 2015

Notary Public

ERIK ETTROU
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01EF4853614
QUALIFIED IN QUEENS COUNTY
TERM EXP 7/13/18

E-39-20

NIFS ID:CQDA19000004 Department: District Attorney

Capital:

SERVICE: 24 Hour Hotline/Police Partnership Project

Contract ID #:cqda19000004 NIFS Entry Date: 13-DEC-19 Term: from 01-JAN-20 to 31-DEC-20

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) Material Adverse Information Identified? (if yes, attach memo):	Y
5) Insurance Required	Y

Vendor Info:	
Name: **The Safe Center LI, Inc.**	Vendor ID#: [redacted]
Address: 15 Grumman Road West Suite 1000 Bethpage, NY 11714	Contact Person: [redacted]
	Phone: [redacted]

Department:
Contact Name: Robert McManus, Director of Office Services
Address: Nassau County District Attorney's Office 262 Old Country Road Mineola, NY 11501
Phone: 516-571-3354

2020 FEB 23 P 2:23

Routing Slip

Department	**NIFS Entry: X**	**13-DEC-19 -- TNIEDFELD**
Department	**NIFS Approval: X**	**13-DEC-19 -- RMCMANUS**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**18-DEC-19 -- CNOLAN**
OMB	**NIFS Approval: X**	**16-DEC-19 -- JNOGID**
County Atty.	**Insurance Verification: X**	**16-DEC-19 -- AAMATO**
County Atty.	**Approval to Form: X**	**16-DEC-19 -- MMISRA**
CPO	**Approval: X**	**06-JAN-20 -- KOHAGENCE**

DCEC	**Approval: X**	**06-JAN-20 -- JCHIARA**
Dep. CE	**Approval: X**	**28-JAN-20 -- HWILLIAMS**
Leg. Affairs	**Approval/Review: X**	**28-FEB-20 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: The Safe Center LI, Inc. provides a 24 hour hotline for victims of sexual assault and domestic violence. They have a unique experience dealing with victims of sexual assault and domestic violence. This contract is a one year agreement with a term from 1/1/20 to 12/31/20
Method of Procurement: The contractor is a sole source provider who has unique experience and expertise in dealing with victims of sex abuse and domestic violence and possesses resources, staff and facilities that no other agency on Long Island can duplicate.
Procurement History: The contractor is a sole source provider who has unique experience and expertise in dealing with victims of sex abuse and domestic violence and possesses resources, staff and facilities that no other agency on Long Island can duplicate.
Description of General Provisions: This Agreement is to provide a 24 hour hotline for victims of domestic violence, rape, and sexual assault for the period 1/1/20 to 12/31/20. The maximum amount of the agreement is $90,000.00.
Impact on Funding / Price Analysis: None, project is funded through forfeiture funds.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	**DA89**
Resp:	**1B**
Object:	**DE**
Transaction:	**CQ**
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 90,000.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 90,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
01	DAGRT891BOTH/DE500	$ 90,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 90,000.00

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE DISTRICT ATTORNEY, AND THE SAFE CENTER LI, INC. ("SAFE CENTER")

WHEREAS, the County has negotiated a personal services agreement with Safe Center to provide a twenty-four (24) hour hotline for victims of sexual abuse and domestic violence, 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 Safe Center.

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. **Vendor:** The Safe Center LI, Inc.

2. **Dollar amount requiring NIFA approval:** $90000

   Amount to be encumbered: $90000

   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: 01/01/2020 to 12/31/2020**
   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)		Federal % 0
Other		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:**

One (1) year Agreement for a 24 Hour Hotline for victims of Sexual Assault and Domestic Violence

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 Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberation s.

CNOLAN 18-DEC-19

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 Cou nty Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts for all relevant accounts and relevant Nassau County Legislature communication docu ments and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being su bmitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

CQDA19000004

Jack Schnirman
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: The Safe Center , LI, Inc.

CONTRACTOR ADDRESS: 15 Grumman Road W., Suite 1000, Bethpage, NY 11714

FEDERAL TAX ID #: 11-2442377

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

12/13/19

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.

MADELINE SINGAS
DISTRICT ATTORNEY

JEFFREY STEIN
Chief Administrative Officer

OFFICE OF THE DISTRICT ATTORNEY
NASSAU COUNTY

INTER-OFFICE MEMORANDUM

To: To Whom It May Concern

From: Jeffrey M. Stein
Chief Administrative Officer

Dated: December 13, 2019

Subject: Safe Center LI, Inc.

This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. The Safe Center LI, Inc., exists as a result of the merger of two former non-profit agencies that separately served the victims of domestic abuse and child abuse, the Nassau County Coalition Against Domestic Violence (NCCADV) and the Coalition Against Child Abuse and Neglect (CACAN). Each of these organizations had provided services to victims of abuse for over thirty years. The Safe Center LI offers a broad spectrum of services including, but not limited to, group counseling, shelter and housing assistance, immigration services, individual therapy, medical referrals, entitlement assistance, adult basic education, and the service provided under this agreement, the Adult Victim Advocates program. These services are provided by a highly trained, nurturing, and compassionate staff of professionals well qualified to enhance the recovery of trauma victims and their non-offending family members.

No other organizational entity in this geographical area possesses the expetience, staff, resources, facilities, reputation, and affiliations to be able to provide the services called for in this agreement.

Both NCCADV and CACAN had a long history of collaboration with the District Attorney's Office, the Nassau County Police Department and other local police agencies within Nassau County prior to their merger. For these reasons, no other alternative organizations were considered for this program.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [X] NO [ ] If yes, to what campaign committee?

District Attorney: Madeline Singas

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.

Electronically signed and certified at the date and time indicated by:
Cynthia Scott [CSCOTT@TSCLI.ORG]

Dated: 09/27/2019 02:27:25 PM

Vendor: The Safe Center LI, Inc.

Title: Executive Director

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

No Lobbbbyist(s) / lobbying organization.

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

No registered lobbyist.

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

No lobbyist retained.

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.

No lobbying activity conducted in Nassau County.

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

No lobbying activities expected.

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?

YES [ ] NO [X] If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:
LOUANNE MARCHAND [LMARCHAND@TSCLI.ORG]

Dated: 09/25/2019 04:55:32 PM

Vendor: THE SAFE CENTER LI, INC.

Title: DIR. OF FINANCE AND PERSONNEL

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses. attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Cynthia G. Scott
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Terr.: [redacted] Zip/Postal: [redacted] Country:
Business Address: 15 Grumman Road West, Suite 1000
City: Bethpage State/Province/Terr.: NY Zip/Postal: 11714 Country:
Telephone: [redacted]
Other present address(es): none
City: none State/Province/Terr.: Zip/Postal: Country:
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)			

Type	Description	Start Date
Other	Executive Director	10/15/1997

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 notfor-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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Cynthia Scott , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Cynthia Scott , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

The Safe Center LI, Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Cynthia Scott [CSCOTT@TSCLI.ORG]

Executive Director
Title

09/25/2019 03:39:55 PM
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: Stephen G. Bondi
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Terr.: [redacted] Zip/Postal: [redacted] Country: [redacted]
Business Address: 400 Madison Ave, 14th floor
City: New York State/Province/Terr.: NY Zip/Postal: 10017 Country: US
Telephone: [redacted]
Other present address(es):
City: State/Province/Terr.: Zip/Postal: Country:
Telephone:
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	07/01/2014	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
From 07/05/16 to Present: Chief Compliance Officer & Chief Financial Officer of Mittleman Brothers, LLC & Mittleman Investment Management, LLC; from 07/10/10 to 05/13/16 Chief Operating Officer of van Biema Value Partners, LLC

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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Stephen G. Bondi , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Stephen G. Bondi , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

The Safe Center LI, Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Stephen G. Bondi [SGBONDI@GMAIL.COM]

President
Title

10/24/2019 02:46:35 PM
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Robert S Zuccaro
   Date of birth: 01/22/1957
   Home address: [redacted]
   City: [redacted] State/Province/Terr.: [redacted] Zip/Postal: [redacted] Country:
   Business Address: none
   City: none State/Province/Terr.: NY Zip/Postal: 11762 Country:
   Telephone: [redacted]
   Other present address(es): [redacted]
   City: State/Province/Terr.: Zip/Postal: Country:
   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	05/16/2018
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 notfor-profit organization other than the one submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   Treasurer, Catholic Health Services of Long Island since 02/01/2019. Includes Mercy Medical Center, St Francis Hospital, St Catherine of Sienna Medical Center, St Charles Hospital, St Joseph Hospital and Good Samaritan Hospital Medical Center.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.
See Business files on Catholic Health Services of Long Island for 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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

See Business Filings for Catholic Health Services of Long Island for details.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Robert S Zuccaro , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Robert S Zuccaro , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

The Safe Center of Long Island Inc
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Robert S Zuccaro [RSZUCCARO@AOL.COM]

Treasurer
Title

09/27/2019 03:10:02 PM
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: Esther Fortunoff-Greene
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Terr.: [redacted] Zip/Postal: [redacted] Country:
Business Address: 360 Maple Ave. unit 132
City: Westbury State/Province/Terr.: NY Zip/Postal: 11590 Country:
Telephone: [redacted]
Other present address(es): none
City: [redacted] State/Province/Terr.: [redacted] Zip/Postal: [redacted] Country:
Telephone: (516) 333-1204
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	07/01/2014		
(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 notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
Four Leaf Designs, LLC. dba Fortunoff Fine Jewelry, President , owner since 2010.

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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other

type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Esther L Fortunoff , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Esther L Fortunoff , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

The Safe Center LI, inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Esther L Fortunoff [ESTHERFORTUNOFF@AOL.COM]

Vice President
Title

10/07/2019 10:54:00 AM
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: Eric Penzer
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Terr.: [redacted] Zip/Postal: [redacted] Country: [redacted]
Business Address: 400 RXR Plaza
City: Uniondale State/Province/Terr.: NY Zip/Postal: 11556 Country: US
Telephone: [redacted]
Other present address(es):
City: State/Province/Terr.: Zip/Postal: Country:
Telephone:
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	07/01/2014		
(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 notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
I am a partner/owner of the law firm Farrell Fritz, P.C.

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.

Farrell Fritz provides legal services to various municipalities.

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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other

type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Eric Penzer , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Eric Penzer , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

The Safe Center LI
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Eric Penzer [EPENZER@FARRELLFRITZ.COM]

Vice President
Title

10/24/2019 03:42:47 PM
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: Carol A. Glick
Date of birth: 04/27/1948
Home address: [redacted]
City: [redacted] State/Province/Terr.: [redacted] Zip/Postal: [redacted] Country: [redacted]
Business Address: [redacted]
City: [redacted] State/Province/Terr.: [redacted] Zip/Postal: [redacted] Country: US
Telephone: [redacted]
Other present address(es):
City: _____ State/Province/Terr.: _____ Zip/Postal: _____ Country: _____
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	07/01/0014
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 notfor-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 an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
   YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other

type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Carol A. Glick , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Carol A. Glick , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

The Safe Center LI, Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Carol A. Glick [CAROLGLICK@HOTMAIL.COM]

Secretary
Title

10/24/2019 02:45:21 PM
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: 09/26/2019

1) Proposer's Legal Name: The Safe Center LI, Inc.

2) Address of Place of Business: 15 Grumman Rd. West, Suite 1000

City: Bethpage State/Province/Territory: NY Zip/Postal Code: 11714

Country: US

3) Mailing Address (if different): Same

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 947923397

5) Federal I.D. Number: 11-2442377

6) The proposer is a: Other (Describe) Not for Profit

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, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [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, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [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.

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.

See attached TSCLI policy.
Should a potential conflict of interest arise we will contact the County and be guided accordingly.

1 File(s) Uploaded: TSCLI CONFLICT OF INTEREST POLICY.pdf

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;
05/23/1978

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.
NO PERSONS HAVE A FINANCIAL INTEREST IN THE COMPANY.

No individuals with a financial interest in the company have been attached..

iii) Name, address and position of all officers and directors of the company. If none, explain.

No officers and directors from this company have been attached.

4 File(s) Uploaded: 2018 TSCLI BOD Contact Info. List.pdf, 2018 TSCLI BOD Contact Info. List.pdf, 2018 TSCLI BOD Contact Info. List.pdf, DOC000.pdf

iv) State of incorporation (if applicable);
NY

v) The number of employees in the firm;
120

vi) Annual revenue of firm;
7796408

vii) Summary of relevant accomplishments
See attached list of officers and directors (#iii) and summary of relvant accomplishments.

1 File(s) Uploaded: BOD LIST AND ATTACHMENTS TO A,B AND C..pdf

viii) Copies of all state and local licenses and permits.

1 File(s) Uploaded: OPERATING CERT.pdf

B. Indicate number of years in business.

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C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

All information provided in attachment

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	NYS Division of Criminal Justice Services
Contact Person	Sophia Daskalakis
Address	[redacted]
City	[redacted] State/Province/Territory [redacted]
Country	US
Telephone	[redacted]
Fax #	
E-Mail Address	s[redacted]

Company	NYS Office of Children and Family Services
Contact Person	Adam Berry
Address	[redacted]
City	[redacted] State/Province/Territory [redacted]
Country	[redacted]
Telephone	[redacted]
Fax #	
E-Mail Address	[redacted]

Company	NYS Office of Victim Services
Contact Person	Shaundra Burch-Sanchez
Address	[redacted]
[redacted]	[redacted] State/Province/Territory [redacted]
Country	US
Telephone	([redacted]
Fax #	
E-Mail Address	s[redacted]

I, LOUANNE MARCHAND , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, LOUANNE MARCHAND , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: THE SAFE CENTER LI, INC.

Electronically signed and certified at the date and time indicated by:
LOUANNE MARCHAND [LMARCHAND@TSCLI.ORG]

DIR OF FINANCE AND PERSONNEL
Title

02/06/2020 12:43:47 PM
Date

THE SAFE CENTER LI, INC.

Conflict of Interest Policy

Section 1. Purpose. The purpose of this "Conflicts of Interest Policy" (the "Policy") is to protect the interests of the Corporation when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer, or Key Employee of the Corporation. The Corporation will not enter into any such transaction or arrangement unless it is determined by the Board in the manner described below to be fair, reasonable and in the best interests of the Corporation at the time of such determination.

This Policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to non-for-profit and charitable organizations. All capitalized terms not defined in this Policy shall have the meaning assigned to them in Appendix A, attached.

Section 2. Related Party Transactions and Duty to Disclose. A Related Party Transaction is not necessarily a prohibited transaction. Under this Policy, if the Corporation contemplates entering into a Related Party Transaction, the Independent Directors of the Board must determine if the transaction is fair, reasonable, and in the best interests of the Corporation at the time of such determination.

If at any time during his or her term of service a Related Party acquires any Financial Interest or when any matter for decision or approval comes before the Board in which a Related Party has a Financial Interest, that Financial Interest or potential Related Party Transaction must be promptly disclosed in writing to each member of the Board, the President, and to the Chair of any appropriate Board Committee, together with all material facts. The Board will then follow the procedures in Section 4 of this Policy.

Section 3. Disclosure and Voting.

Disclosure. Any Related Party shall disclose in good faith all material facts of his or her Financial Interest to the Board.

Non-Participation and Review. All transactions, agreements or any other arrangements between the Corporation and a Related Party, and any other transactions which may involve a potential conflict of interest, shall be reviewed by the Independent Directors of the Board. All Related Parties with a Financial Interest shall leave the room in which such deliberations are conducted. The Independent Directors of the Board will then determine whether the contemplated Related Party Transaction is fair, reasonable, and in the best interests of the Corporation at the time of such determination. The Corporation will not enter into any Related Party Transaction unless it is determined to be fair, reasonable and in the best interest of the Corporation at the time of such determination.

Consideration of Alternate Transactions and Comparability Data.

If the contemplated Related Party Transaction pertains to compensation for services or the transfer of property or other economic benefit to a Related Party, the Independent Directors of

the Board must determine that the value of the economic benefit provided by the Corporation to the Related Party does not exceed the value of the consideration received in exchange by obtaining and reviewing appropriate comparable data prior to entering the transaction.

In those instances where the contemplated Related Party Transaction does not involve compensation, transfer of property or benefits to a Related Party, the Independent Directors of the Board must consider alternative transactions to the extent possible, prior to entering into such transaction.

Comparability Data. When considering the comparability of compensation, for example, the types of relevant Comparability Data that the Independent Directors of the Board may consider include, but are not limited to (1) compensation levels paid by similarly situated organizations, both exempt and non-exempt; (2) the availability of similar services within the same geographic area; (3) current compensation surveys compiled by independent firms; and (4) written offers from similar institutions competing for the same person's services. When the transaction involves the transfer of real property as consideration, the relevant factors include, but are not limited to (i) current independent appraisals of the property, and (ii) offers received in a competitive bidding process.

Voting. The Board shall, after considering alternate transactions and/or comparability data, determine in good faith by vote of the Independent Directors of the Board whether the transaction or arrangement is fair, reasonable, and in the best interest of the Corporation at the time of such decision. The transaction shall be approved by not less than a majority vote of the Independent Directors or Committee members present at the meeting. In conformity with the above criteria, the Board shall make its decision as to whether to enter into the transaction or arrangement and shall document the meeting contemporaneously under Section 5 of this Policy.

All Related Parties with a Financial Interest must not be present for deliberations and voting on the transaction or arrangement in which he or she has a Financial Interest. However, Related Parties are not prohibited from providing information regarding the transaction to the Board prior to the Board's deliberations. Only Independent Directors of the Board shall vote on Related Party Transactions. No Director or Officer shall vote, act, or attempt to influence improperly the deliberations on any matter in which he or she has been determined by the Board to have a Financial Interest. Any attempt to vote, act, or improperly influence deliberations by a Related Party on any matter with which such person has a Financial Interest may be grounds for removal from the Board or termination from the Corporation.

Compensation.
A voting member of the Board of Directors or an Officer who receives compensation directly or indirectly from the Corporation for services or a Director serving as a voting member of any Committee whose jurisdiction includes compensation matters is precluded from voting or acting on matters pertaining to that Director's or Officer's compensation.

No voting member of the Board or any Committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any Committee

regarding compensation.

Section 4. Audit Committee Review. The Board may delegate to the Audit Committee, which shall be composed solely of Independent Directors, the adoption, implementation of and compliance with this policy. The Board may delegate to the Audit Committee review and approval of any Related Party Transaction involving a Related Party and the Corporation, as contained in this Policy; provided that if the Related Party Transaction is of a magnitude that would otherwise require full Board approval, the Committee shall submit the Related Party Transaction to the Board for consideration, providing its recommendation as to whether or not to approve it.

In the event the Board delegates the review and approval of Related Party transactions to a committee, all references to Board in this Policy shall be deemed to refer to such Committee and all references to a majority of the Board shall be deemed to refer to a majority of such Committee.

Section 5. Records of Proceedings. The minutes of all meetings of the Board and all Committee meetings at which a Related Party Transaction is considered shall contain:

- The names of the persons who disclosed or otherwise were determined to have a potential or actual Financial Interest and/or conflict of interest, the nature of the potential or actual Financial Interest and/or conflict of interest, any action taken to determine whether a Financial Interest or conflict of interest exists, and the Board's decision as to whether a Financial Interest and/or conflict of interest exists.

- The names of the persons who were present for discussions and votes relating to any determinations under Section 3 above, including whether the Related Party and any members not considered to be Independent Directors left the room during any such discussions, the content of such discussions, including discussion of alternative transactions, and whether or not the transaction with the Related Party was approved by the Board.

- The minutes shall be documented contemporaneously to the decision and discussion regarding the Financial Interest or conflict of interest.

Section 6. Initial and Annual Written Disclosures. Prior to a Director's initial election to the Board, or an Officer or Key Employee's employment at the Corporation, and thereafter on an annual basis, all Directors, Officers, and Key Employees shall disclose in writing to the Secretary of the Corporation:

(i) Any entity of which such person or a Relative of such person is an officer, director, trustee, member, owner, or employee and with which the Corporation has a relationship,

(ii) Any Financial Interest such person may have in any corporation, organization, partnership or other entity which provides professional or other goods or services to Corporation for a fee or other compensation, and

(iii) Any position or other material relationship such Director, Officer, Key Employee, or Relative of such person, may have with any not-for-profit corporation with which the Corporation has a business relationship.

A copy of each disclosure statement shall be kept in Corporation's files and made available to any Director, Officer, or Key Employee upon request.

Section 7. Annual Statements. Each Director, Officer, and Key Employee shall annually sign and submit to the Secretary of the Corporation a statement which affirms such person: (a) has received a copy of this Policy, (b) has read and understands the Policy, and (c) has agreed to comply with the Policy.

I hereby confirm that I have read The Safe Center LI, Inc.'s Conflict of Interest Policy, and that my responses to the above questions are complete and correct to the best of my knowledge and belief. I will promptly report any information of which I become aware that may change this disclosure or require disclosure under this Policy.

Signature: _____ Date: _____

APPENDIX A – DEFINITIONS

CONFLICT OF INTEREST POLICY: THE SAFE CENTER LI, INC.

- Affiliate. An affiliate of the Corporation is a person or entity that is directly or indirectly through one or more intermediaries, controlled by, in control of, or under common control with the Corporation.

- Board of Directors. The body responsible for the management of the Corporation.

- Director. Any voting or non-voting member of the governing board of a corporation, whether designated as a director, trustee, manager, governor, or by any other title.

- Financial Interest. A person has a Financial Interest if such person would receive an economic benefit, directly or indirectly, from any transaction, agreement, compensation agreement, including direct or indirect remuneration as well as gifts or favors that are not insubstantial or other arrangement involving the Corporation.

- Independent Director. A member of the Board of Directors (the "Board") who:
  - Has not been an employee of the Corporation or an Affiliate of the Corporation within the last three years;
  - Does not have a Relative who has been a Key Employee of the Corporation or an Affiliate of the Corporation within the last three years;
  - Has not received and does not have a Relative who has received more than $10,000 in compensation directly from the Corporation or an Affiliate of the Corporation in any of the last three years (not including reasonable compensation or reimbursement for services as a Director, as set by the Corporation);
  - Does not have a substantial Financial Interest in and has not been an employee of, and does not have a Relative who has a substantial Financial Interest in or was an Officer of, any entity that has made payments to or received payments from, the Corporation or an Affiliate of the Corporation in excess of the lesser of: (a) $25,000 or (b) 2% of the Corporation's consolidated gross revenue over the last three years (payment does not include charitable contribution);
  - Is not in an employment relationship under control or direction of any Related Party and does not receive payments subject to approval of a Related Party;
  - Does not approve a transaction providing economic benefits to any Related Party who in turn has approved or will approve a transaction providing economic benefits to the Director.

- Key Employee. A Key Employee is a person who is, or has within the last five years, been in a position to exercise substantial influence over the affairs of the Corporation. This includes, but is not limited to:
  - Voting members of the Board;

- Presidents, chief executive officers, chief operating officers or employee of any other title with similar responsibilities;
- Treasurers and chief financial officers or employee of any other title with similar responsibilities; or
- A "highly compensated" employee, within the meaning of section 4958 of the Internal Revenue Code and guidance issued by the Internal Revenue Service, who is in a position to exercise substantial influence over the affairs of the Corporation.

- Officer. A person who has the authority to bind the Corporation as designated in the bylaws of the Corporation.

- Related Party. Persons who may be considered a Related Party of the Corporation or an Affiliate of the Corporation under this Policy include:
  - Directors, Officers, or Key Employees of the Corporation or an Affiliate of the Corporation;
  - Relatives of Directors, Officers, or Key Employees;
  - any entity in which a person in (i) or (ii) has a 35% or greater ownership or beneficial interest or, in the case of a partnership or professional corporation, a direct or indirect ownership interest in excess of 5%;
  - Founders of the Corporation;
  - Substantial contributors to the Corporation (within the current fiscal year or the past five fiscal years);
  - Persons owning a controlling interest (through votes or value) in the Corporation;
  - Any non-stock entity controlled by one or more Key Employees.

- Related Party Transaction. Any transaction, agreement or any other arrangement with the Corporation or an Affiliate of the Corporation in which a Related Party has a Financial Interest. Any Related Party Transaction will be considered a conflict of interest for purposes of this Policy.

- Relative. A Relative is a spouse, ancestor, child (whether natural or adopted), grandchild, great grandchild, sibling (whether whole or half blood), or spouse of a child (whether natural or adopted), grandchild, great grandchild or sibling (whether whole or half blood), or a domestic partner as defined in section 2994-A of the New York Public Health Law.

NEW YORK STATE | Office of Children and Family Services

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 14th **day of May, 2018 to** The Safe Center LI, Inc.

To operate a(n)	17-Bed Domestic Violence Shelter
To be known as	Safe Home for Abused Families (SHAF)
Located at	15 Grumman Road West, Suite 1000 Bethpage, NY 11714

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides. Programs authorized by this operating certificate:
Domestic Violence Shelter

Expiration Date:
May 14, 2021

Number(s)
Y281214

In witness whereof, I have hereunto set my hand and affixed the official seal of the Office of Children and Family Services this 24th **day of April, 2018.**

Laura M. Velez

Deputy Commissioner
New York State
Office of Children and Family Services

NEW YORK STATE | **Office of Children and Family Services**

ANDREW M. CUOMO
Governor

SHEILA J. POOLE
Acting Commissioner

April 24, 2018

Cindy Scott , Executive Director
The Safe Center of Long Island
15 Grumman Road West, Suite 1000
Bethpage, NY 11714

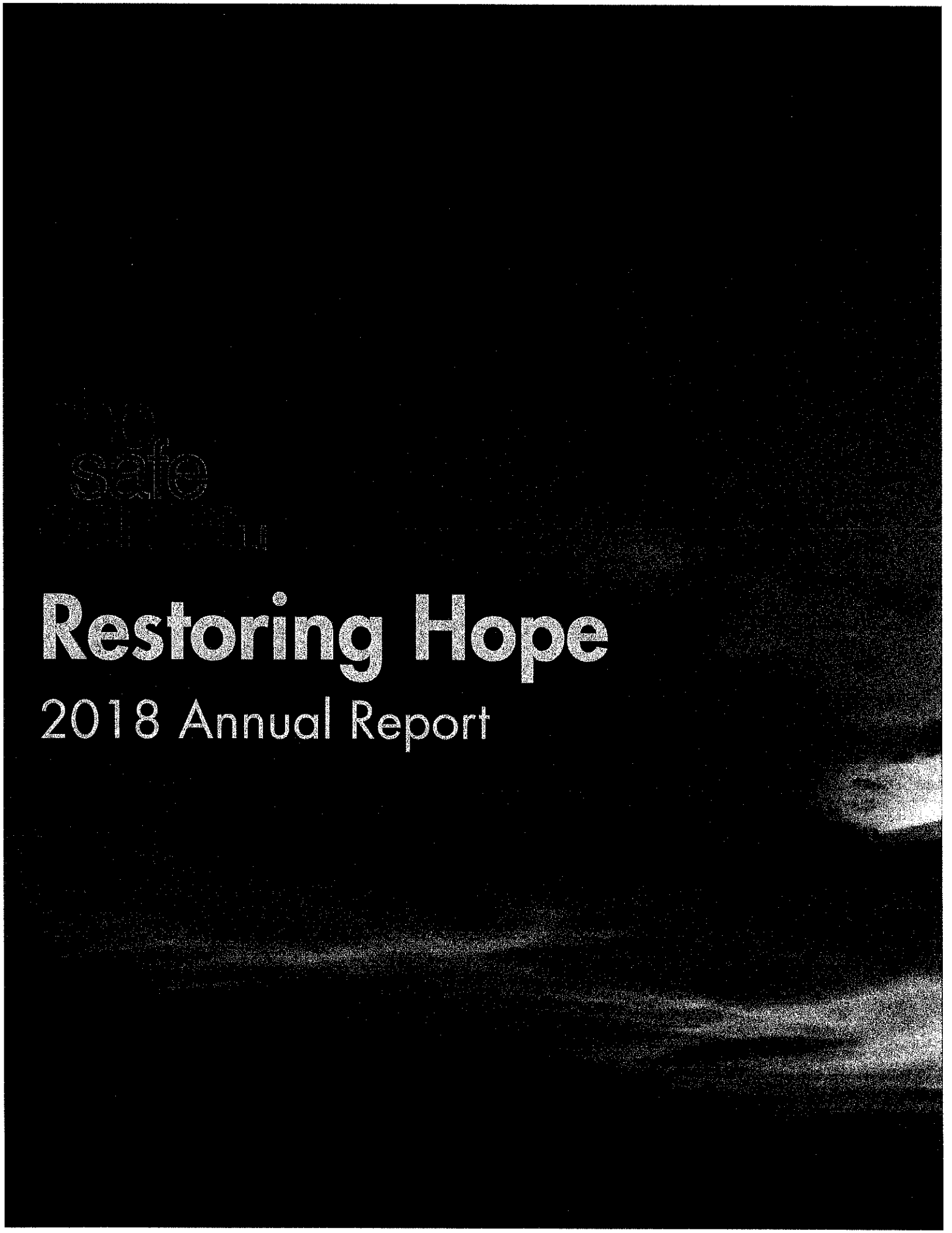
Dear Ms. Scott:

Enclosed is the Operating Certificate for The Safe Center of Long Island – Safe Home for Abused Families Domestic Violence Shelter. This Operating Certificate was issued pursuant to Social Services Law of the State of New York and the Regulations of the Office of Children and Family Services.

This Operating Certificate should be displayed at the facility.

Sincerely,

Patricia Ryan, Domestic Violence Licensing and Program Manager
Domestic Violence Unit
Bureau of Program Support and Community Development
Division of Child Welfare and Community Services



Restoring Hope

2018 Annual Report

the safe center LI

Angel Funders

Those who have provided $40,000 or more in funding during the 2018 calendar year.

Each is recognized for their continued generosity and dedication to providing for those in need of services.

Thank you for your faith in the work being done here each day!

♦ **The Family of Ilene Barshay** ♦

♦ **UJA-Federation of NY** ♦

♦ **The Joan F. Axinn Trust** ♦

♦ **Newsday Charities** ♦

♦ **Pritchard Charitable Trust** ♦

♦ **Steel One LLC** ♦

♦ **Susan and Leonard Feinstein Foundation** ♦

♦ **Anonymous Funder** ♦

A LETTER FROM THE SAFE CENTER LI'S BOARD PRESIDENT AND EXECUTIVE DIRECTOR

2018 was a year of perseverance, partnership, prevention and progress.

Regardless of the unique set of challenges presented by individuals seeking assistance, The Safe Center tirelessly worked to ensure that each victim as well as his/her non-offending family members were provided with a safe and healing environment.

In 2018, agency Advocates, Counselors, Lawyers and volunteers:

- Responded to 836 allegations of child abuse through referrals to the Child Advocacy Center.
- Assisted 4,881 survivors and families impacted by Domestic Violence, Sexual Assault, Trafficking and Child Abuse.
- Collectively provided more than 50,786 vital services to survivors and their families, including mental health services, group counseling sessions, housing, legal assistance, emergency assistance and advocacy within the Criminal Justice, Civil, and Family Court systems.
- Responded to 5,645 hotline calls from survivors and community members seeking guidance and services.

Relationships with existing community partners continued to grow and strengthen and new partnerships with those intent on ending systemic cycles of abuse were formed. Notably:

- With generous grant funding from The Phyllis Backer Foundation, The Safe Home's 17 bed facility was upgraded to include new bedroom furniture, bedding, and a safer outdoor playground area.
- Through the UJA—Federation of NY's Project Hope, victims of domestic violence and rape/sexual assault living in underserved south shore communities can now easily access counseling and legal services provided by The Safe Center at an off-site location.
- The Ilene Barshay Impact Fund was formed to maintain and support emerging and growing client service needs and to provide clinical staff with increased access to cutting edge and emerging best practices for working with victims of trauma.
- Educators reached new audiences and provided age and industry appropriate trainings to nearly 19,200 individuals. This included a bilingual domestic violence awareness training to a group of mostly indigent immigrant workers employed at Belmont Park and Aqueduct Race Track.
- Safe Center Champions continued to hold fundraising events on behalf of the agency and helped to increase educational outreach and exposure to the 24-hour, seven days a week hotline: 516.542.0404.

As you continue to read about The Safe Center's programs and services and its accomplishments this past year, please know that we could not have provided this level of service without your continued support.

It is with great pride that we present our 2018 Restoring Hope Annual Report.

Stephen G. Bondi
Board President

Cynthia G. Scott
Executive Director

PROGRAMS & SERVICES

"May you find hope in every sunrise and peace in every sunset."

-Unknown

CRISIS INTERVENTION

THROUGH THE HOTLINE (516.542.0404)

24-hours a day, seven days a week, The Safe Center hotline staff provide those in need of crisis intervention easy access to agency services. Crisis Intervention Counselors are prepared to assess each situation and offer emotional support and service assistance, whether the caller seeks information or expresses needs that must be addressed immediately. The safety of the caller is always a primary concern and all calls are confidential.

In 2018, the Safe Center Hotline responded to 4512 calls from victims of domestic violence; 1089 calls from victims of rape/sexual assault and 44 calls from victims of sex and labor trafficking. In addition to those housed at the Safe Home, the hotline secured alternative or out-of-area housing for 89 adults and 66 children.

IN THE EMERGENCY ROOM

SAFER (Survivor Advocate for Emergency Response) Advocates are volunteers who complete a 30-hour training program. Upon completion of the program, the volunteers are prepared and are on call to provide emergency room advocacy to victims of rape, sexual assault and/or domestic violence and child victims of sexual abuse and/or assault who have been brought to hospitals in Nassau County and surrounding areas.

25 individuals were trained to be SAFER volunteers in 2018. Along with others trained in previous years, Safe Center Safer volunteers provided hospital advocacy support to 123 rape/sexual assault victims and 37 domestic violence victims during the year.

IN COLLABORATION WITH THE POLICE

Through the Police Project, Law Enforcement connects victims of interpersonal violence to The Safe Center. The Nassau County Police Department and municipal police departments responding to a domestic violence incident provide the victim with information about The Safe Center's services while also notifying agency staff who will then contact the victim to inform him/her of available help. This collaborative outreach is a first step to ensure the future safety of a victim and their non-offending family members.

1486 people were given access to The Safe Center's programs and services through its collaboration with Nassau County law enforcement on the Police Project.

DOMESTIC VIOLENCE AND RAPE & SEXUAL ASSAULT SERVICES

ADULT VICTIM ADVOCATE PROGRAM

Safe Center Advocates provide a wide range of services to adult victims of domestic violence and rape/sexual assault, including the elderly who can be mistreated physically and/or emotionally or exploited financially. Services offered include intake and application assistance, telephone and face-to-face support, follow-up contacts with victims and their non-offending family members, advocacy, information and referrals, emergency assistance, as well as accompaniment to forensic interviews, medical exams, and Criminal and Family Court proceedings.

284 people received over 2690 services from The Safe Center's Adult Victim Advocate Program in 2018.

RAPE & SEXUAL ASSAULT COUNSELING

Sexual Violence takes many different forms, including attempted rape, fondling or unwanted sexual touching, incest or molestation, or forcing a victim to perform sexual acts and penetration of victim's body by any object, also known as rape. However, one thing always remains the same: it is never the victim's fault. Victims, regardless of gender, that suffer from sexual violence (including adult victims of current assaults and/or adult survivors of childhood sexual abuse) respond uniquely to the various types of trauma, and each victim's recovery process is different. When a victim of sexual violence connects with The Safe Center, specially-trained trauma-informed Counselors immediately begin offering them services that include individual and group counseling. The effect of sexual violence can be devastating. However, with support, compassion, and time, a victim can heal and rebuild their lives.

336 victims received counseling through the Rape & Sexual Assault Services Program in 2018. Counselors facilitated 127 support group sessions and 2050 individual counseling sessions.

DOMESTIC VIOLENCE COUNSELING

Victims of domestic violence live with fear, secrecy, isolation, and shame and overcoming these barriers to healing is essential if victims are to establish safe, independent, productive lives and healthy relationships in the future. Through one-on-one counseling, victims build trusting, supportive relationships with trained counselors who specialize in helping domestic abuse victims. Group counseling offers victims a chance to connect with others and regain hope.

478 domestic violence victims received counseling services in 2018. Counselors facilitated 125 group sessions and 2397 individual counseling sessions during the year.

Exciting New Initiative: Through the generous fundraising efforts of the UJA Federation, Project Hope is positioned to provide culturally competent domestic violence services to the underserved Orthodox Jewish community. By locating a counselor at a site that is both easily accessible to victims and that allows them to utilize services without fear of community exposure, the project is reaching victims who have not previously had services. In the first four months of operation, the project served 20 victims.

"Last week marked a year of my being a client at The Safe Center. Why do I keep coming back every week, by Long Island Railroad and taxi, often a two-hour trip, one way? Because I've been given the exceptional, extraordinary gift of expert, compassionate counseling, and the fellowship of being with my peers, as a victim of sexual assault, and being the recipient of their genuine empathy and understanding of my issues. The past year has been a rewarding experience beyond my expectations. My gratitude is more than I can express".

– Male Survivor of Rape/Sexual Assault

HUMAN TRAFFICKING SERVICES

COUNSELING AND ADVOCACY

Within the past decade, individuals living and working in Nassau and Suffolk Counties have become increasingly more aware that sex and labor trafficking exist in their communities. To address this prevalent issue, The Safe Center is available as the leading provider of services on Long Island to victims of human trafficking. The Department provides female and male domestic and foreign-born victims of sex and labor trafficking with vital services which include individual and group therapy provided by licensed clinicians, court advocacy, crisis counseling, community referrals, supportive services, and case management. Services are bi-lingual and include English, Spanish, Mandarin, Cantonese and Russian languages. Department staff offer trainings to professionals and community members on how to recognize human trafficking and commercial sexual exploitation of both adults and minors.

90 adult victims of human trafficking were served in 2018.

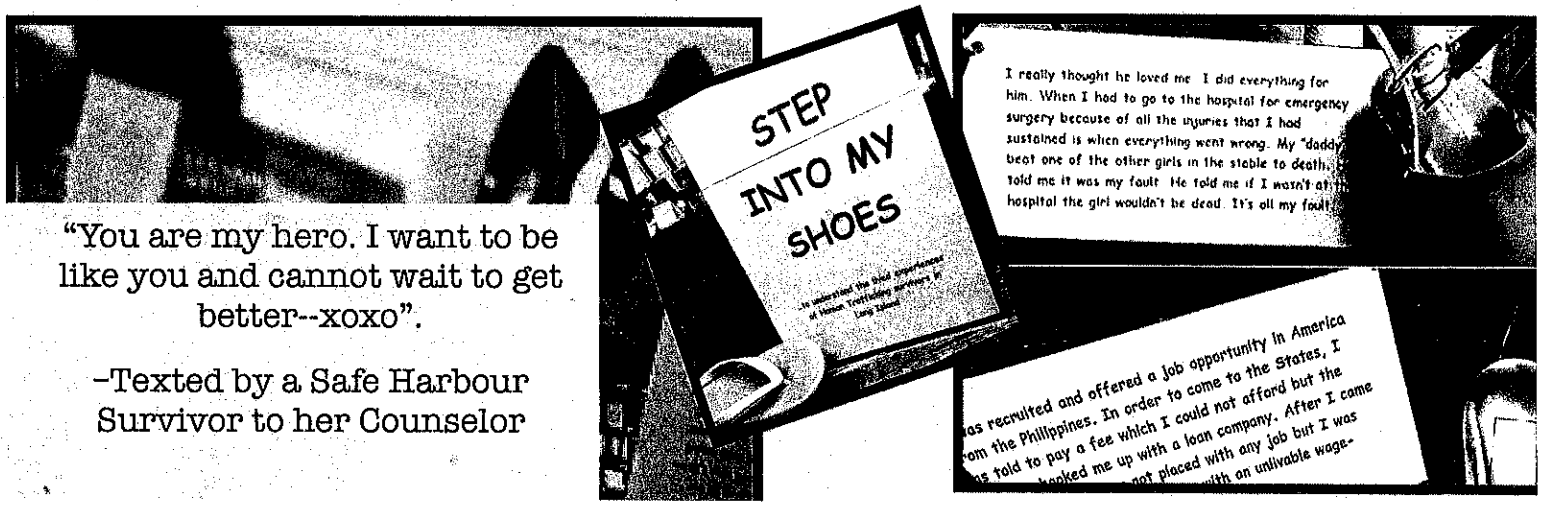
HUMAN TRAFFICKING INTERVENTION COURT

The Safe Center is the lead service provider for the Nassau County Human Trafficking Intervention Court which was created with the goal of shifting the perception of individuals arrested for prostitution from a criminal-based perspective to a victim-centered approach. The Court has a diversion program that enables a victim to rehabilitate through services provided by The Safe Center rather than being sentenced to jail. Victim services include individual trauma-informed and group counseling, case management, and court advocacy. Through this initiative, there has been a significant shift in the way prostitution is viewed by the justice system and community, supporting individuals who have been systematically exploited by pimps, buyers, traffickers, and johns.

SAFE HARBOUR PROGRAM

The Safe Harbour program is a collaborative network of child welfare professionals, law enforcement, prosecutors, medical personnel and service providers trained to identify and respond to the commercial and technology-facilitated sexual exploitation (child pornography) of children. The Department of Social Services designated The Safe Center as the facilitator and primary referral source for child trafficking cases in Nassau County. Safe Harbour Counselors and Advocates work directly with the Child Advocacy Center and in the community to ensure that both the child and their families receive a trauma- informed, multi-disciplinary response.

In 2018, 134 new referrals were received by the Safe Harbour Program while agency staff continued to work with minors from 43 cases received in 2017.



"You are my hero. I want to be like you and cannot wait to get better--xoxo".

-Texted by a Safe Harbour Survivor to her Counselor

SAFE HOME & SHORT TERM HOUSING

EMERGENCY HOUSING AT THE SAFE HOME

Safe housing is a critical component of the response to domestic violence. Individuals fleeing from an unsafe home environment find safety and respite from desperate and often dangerous living situations at The Safe Center's Safe Home. This comfortable 17-bed facility, situated in a confidential location, is Nassau County's only safe house for victims of domestic violence and their children.

The stable, safe, and supportive environment provided by The Safe Home gives survivors time to explore options and take the next step in establishing a life free of abuse. Under the guidance of experienced staff, survivors start the healing process and think about a new future. Services provided include counseling, case management, advocacy, and legal services.

In 2018, 119 domestic violence victims and 81 children received safe housing through The Safe Center. Of those, 56 adults (55 women and 1 male) and 23 children were housed at the Safe Home.

HORIZONS HOUSING PROGRAM

Funded on the federal level by the Department of Housing and Urban Development, this program is considered a Rapid Re-Housing program. Services provided include short-term housing support for survivors of domestic violence that are considered homeless or fleeing a domestic violence situation and do not have other resources.

Eligible individuals and families who participate in this program receive assistance in identifying and securing housing. Once housed they receive continued case management and advocacy services. In addition, monthly rental subsidies are provided based on each participant's income.

The goal of the program is to rapidly house individuals and families, provide them with supports and connect them with resources that will help them to sustain permanent housing once they have moved on from the program.

33 adults and 26 of their children were housed in The Safe Center's Housing Programs in 2018.

Marian's Challenges and Concerns of Safe Home Living:
Ambivalence; helping her two children to adjust; lack of financial resources; struggles with community living; concerns about future housing and employment; and limited English proficiancy

Notable Successes After Her Stay:
Both Marian and her children engaged in counseling; received legal services; found future housing and employment; had access to ESL classes; celebrated daughter's birthday with others at the house; increased hope and confidence; reduced migraines; better coping skills with setting boundaries; Marian and her children will continue to receive services from The Safe Center as long as they need support.

LEGAL SERVICES

LEGAL SERVICES AND COURT ADVOCACY

To further ensure that victims of interpersonal violence and their children are protected and free of their abusers, legal services are a critical component to the array of services available. The Safe Center's Legal Department provides various legal services and advocacy to victims of domestic abuse, dating violence, elder abuse, rape and sexual assault in Nassau County. Attorney representation and advocacy are available for custody and visitation matters, child and spousal support, family offenses, divorces, immigration, and for other legal issues arising from the abuse. To meet those needs, the agency's attorneys, advocates, and Pro Bono attorneys who collaborate with the Legal Department provide services in the Supreme Court and Family Court of Nassau County, the Domestic Violence and Integrated Domestic Violence Courts, and also advocate with the criminal justice and law enforcement systems. The Legal Department is familiar with and is prepared to address the unique challenges the legal system poses for the unserved and underserved populations such as the Latino and Muslim communities, victims who are monolingual, and those lacking proficiency in the English language. In addition to having attorneys on staff and coordinating Pro Bono attorney services, the Legal Department further increases awareness, education, and the availability of services by offering internships and externships to qualified law students who exhibit a sincere interest in assisting victims of abuse.

In 2018, 708 Safe Center clients received 5297 legal services. Attorneys worked with 304 individuals

"The most helpful thing about the program was having someone who understands domestic violence (and) knows how hard it is to face an abuser in or out of Court. I would never have been able to do this alone". – Domestic Violence Survivor

PRO BONO PROJECT

The Safe Center Pro Bono Project supplements the availability of legal services provided by the agency and recruits attorneys for pro bono representation to underserved clients. The agency also offers an established Mentor/Mentee program which pairs inexperienced lawyers with seasoned matrimonial attorneys. Trainings offered through the Pro Bono Project include the "Impact of DV in your Legal Practice" and the "Effect of DV in Matrimonial Proceedings".

In 2018, pro bono lawyers accepted 80 new cases and continued to work on approximately 45-50 cases that were assigned prior to 2018. The Pro Bono Project recruited and trained 35 potential new volunteer attorneys and currently has a total of 150 attorneys participating in the program.

Pro Bono Project Impact: *A female survivor of human sex trafficking, age 18, with arrests in multiple counties was referred to The Safe Center for professional services for herself and her family. The young woman feared that having a criminal record would derail any attempts at securing stable employment which was key to her being able to break away from her victimizers.*

Pro Bono Attorney, Elizabeth Kase, Esq. of Abrams Fensterman compassionately and skillfully provided representation for the young woman and was able to get an Adjournment in Contemplation of Dismissal in all counties. This major victory paved the way for the victim to rebuild her life as a survivor!
– Debbie Lyons, LMFT, The Safe Center's Child Advocacy Center Director

CHILDREN'S PROGRAMS

CHILD ADVOCACY CENTER MULTIDISCIPLINARY TEAM

The Safe Center is proud to facilitate the Nassau County Child Advocacy Center (CAC). The CAC is a child friendly facility in which multidisciplinary professionals work together to investigate child abuse, help children heal from abuse, and hold offenders accountable. The Child Abuse Multidisciplinary Team (MDT) approach helps investigative team members obtain information in a developmentally appropriate manner to evaluate child abuse allegations and because this information is shared with all team partners, it ensures each member can do their part to support children and their families. Together with our MDT partners, the Nassau County CAC responds to more than 700 allegations of child abuse per year. The MDT partnership consists of the following programs:

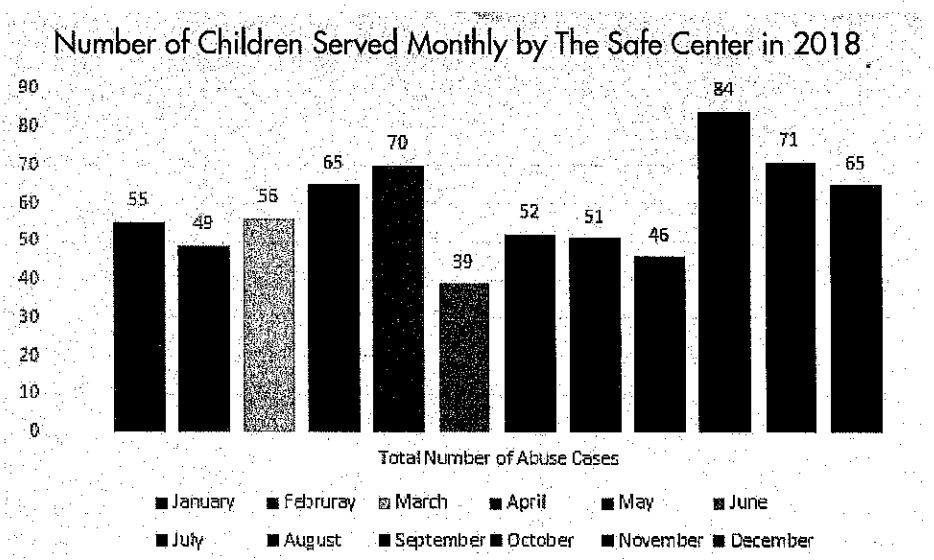
- The Safe Center - Child Victim Advocate, Forensic Interview, Children's Mental Health, and Rape & Sexual Assault Programs
- Nassau County Police Department- Special Victims Squad
- Nassau County Child Protective Services- Sex Abuse and Severe Physical Abuse Units
- District Attorney's Office- Special Victims Bureau
- County Attorney's Office- Family Court Bureau
- Nassau University Medical Center- SANE (Sexual Assault Nurse Examiner) program
- Nassau County Probation – Criminal and Family Divisions
- Westchester Institute for Human Development – Child Abuse Pediatrics Program

In 2018, the Child Advocacy Center Multidisciplinary Team responded to 836 allegations of child abuse.

CHILD VICTIM ADVOCATE PROGRAM

The Child Victim Advocate Program assists families in addressing concrete needs (i.e., transportation, housing referrals, etc.) as well as providing information and support for families involved with the Child Advocacy Center. Support provided by the trained staff Advocates increases engagement and lessens anxiety about interactions with the criminal justice and child protective systems. Advocates are available to accompany families to medical appointments, meetings with the District Attorney and any court appointments, including Grand Jury, trial proceedings and sentencing. Referrals for community services are provided, and ongoing follow-up contact is maintained as needed throughout the life of the case.

In 2018, the Child Victim Advocate Program provided 2550 direct services to 924 individuals.



CHILDREN'S MENTAL HEALTH SERVICES

The Safe Center's Children's Mental Health Department works to help children heal and break the cycle of abuse. Trained staff provide trauma-focused mental health services to children and adolescents impacted by domestic violence, sexual abuse, teen dating violence, and commercial sexual exploitation/ trafficking. These services include:

- Crisis intervention
- Intake and assessment
- Individual and family therapy
- Parent guidance
- Advocacy and case management
- Referrals and linkage to other service providers
- Group work and programs for children, teens, parents, siblings and caregivers such as:
  - Project Kidz Talk©
  - Healthy Relationships Group
  - Children's DV Support Groups
  - Teen Trauma Survivors Group
  - Caregiver Resource Group
  - Parenting to Break the Cycle and Active Parenting Groups
  - Counseling services to Safe Home Shelter Clients

"A male child survivor of domestic violence living at The Safe Home was having difficulty opening up during counseling sessions. After taking the child outdoors to the new Safe Home playground, he started showing off all the tricks he knew and the games he made up. When we went back into the counseling session, the child was able to relax, connect and talk about some things that had been bothering him."

– Child Counselor

CHILDREN'S PROGRAMS

PROJECT KIDZ TALK©
Project Kidz Talk© is a group work program for children who have been sexually abused and their non-offending family members. Its purpose is to increase social support, reduce isolation, and help families cope with the effects of sexual abuse. In 2018, Spanish-speaking programming for Project Kidz Talk© was strategically moved to a location in Hempstead creating easier access for Latinx families. Families are now more engaged and enrollment has increased significantly.

In 2018, 145 children received mental health services at The Safe Center. Counselors facilitated 60 group sessions and 1485 individual and family sessions.

HEALTHY RELATIONSHIPS GROUP
The Safe Center's Healthy Relationships Group is a support group for teen dating violence victims and at-risk teens. In 2018, the agency further developed and expanded services for this underserved, often hidden, population.

Girls Retreat

Sponsored by a generous grant from CA Technologies, The Safe Center welcomed 36 girls to the "We Run the World" Girl's Retreat in August. This all-day retreat, held at Nassau County BOCES, provided an opportunity for developing supportive social relationships following an incident of abuse. Attendees participated in canvas painting, making friendship bracelets, STEM and yoga activities. The highlight of the day was when 1-800 FLOWERS presented a beautiful Planter Decorating Workshop for all to learn and enjoy. This all-day annual event is geared towards encouraging camaraderie, boosting self-esteem, team building, trust and fun.

"I LOOK FORWARD TO THE GIRL'S RETREAT EVERY YEAR. IT IS MY FAVORITE EVENT OF THE SUMMER" – GIRLS RETREAT ATTENDEE

SUBSTANCE ABUSE SERVICES

The Safe Center's Substance Abuse Specialist and Substance Abuse Case Coordinator work collaboratively with Nassau County Child Protective Services to address cases where there is suspicion that substance usage has impacted a caregiver's ability to safely care for their child(ren), in order to support their ability to parent their child effectively.

The Substance Abuse Specialist provides substance abuse testing, assistance with case planning and disposition, and participates in joint field visits with Child Protective Services workers. The Substance Abuse Case Coordinator facilitates linkages with local substance abuse treatment centers and assists with connecting caregivers with the appropriate level of care.

The trauma of abuse can often be a causal element in substance abuse. For victims in substance abuse recovery, domestic violence can be a relapse trigger. The Safe Center's DV/Substance Abuse Counselor works with victims who are impacted by both domestic violence and substance abuse, whether they struggle with substance use themselves or are affected by another's usage.

In 2018, the Substance Abuse Specialist received 243 referrals and conducted 134 tests on behalf of the Department of Social Services. The Substance Abuse Case Coordinator collaborated on 31 cases to discuss substance abuse treatment.

PROFESSIONAL AND COMMUNITY EDUCATION

The Safe Center's Education Department is committed to raising awareness of interpersonal violence issues across Nassau County by educating individuals and system responders to prevent, recognize and respond appropriately to all forms of abuse and sexual violence. The Department trains individuals from a variety of fields, including:

- law enforcement
- child protection
- education
- business community
- mental health professionals
- attorneys
- judges

The Safe Center also provides trainings to people of all ages to help increase awareness about family violence, sexual assault and sex trafficking. School-based prevention programs are offered to middle schools, high schools, colleges and universities, and focus on sexual assault prevention and healthy relationships. The Safe Center is an authorized provider of continuing education units for Social Workers, Mental Health Counselors, Substance Abuse Counselors, Certified Prevention Professionals/ Specialists and Attorneys if they are presenting in one of The Safe Center's presentations, allowing us to provide continuing education workshops based on the latest research in the areas of domestic violence, child abuse, sexual assault, sex trafficking, and the effects of trauma on individuals and families.

In 2018, The Safe Center educational staff facilitated 677 trainings for 19,196 attendees along with 32 community outreach events where 1,009 people stopped by our tables to receive information about our services.

PROFESSIONAL AND COMMUNITY EDUCATION

ENOUGH IS ENOUGH

The Safe Center's Enough is Enough Initiative is funded by New York's Department of Health to collaborate with Colleges and Universities in Nassau County. The goal is to reach students in their daily lives to raise awareness of the prevalence of sexual violence and how it can be prevented. The Safe Center, in partnership with colleges and universities throughout Nassau County, is engaging students in the critical dialogue regarding how to keep their campus communities safe.

The Safe Center is currently working with New York Institute of Technology, Adelphi University, Hofstra University, Molloy College, LIU Post, Nassau Community College SUNY Old Westbury, New York School of Professional Medicine, and Cold Spring Harbor Laboratories.

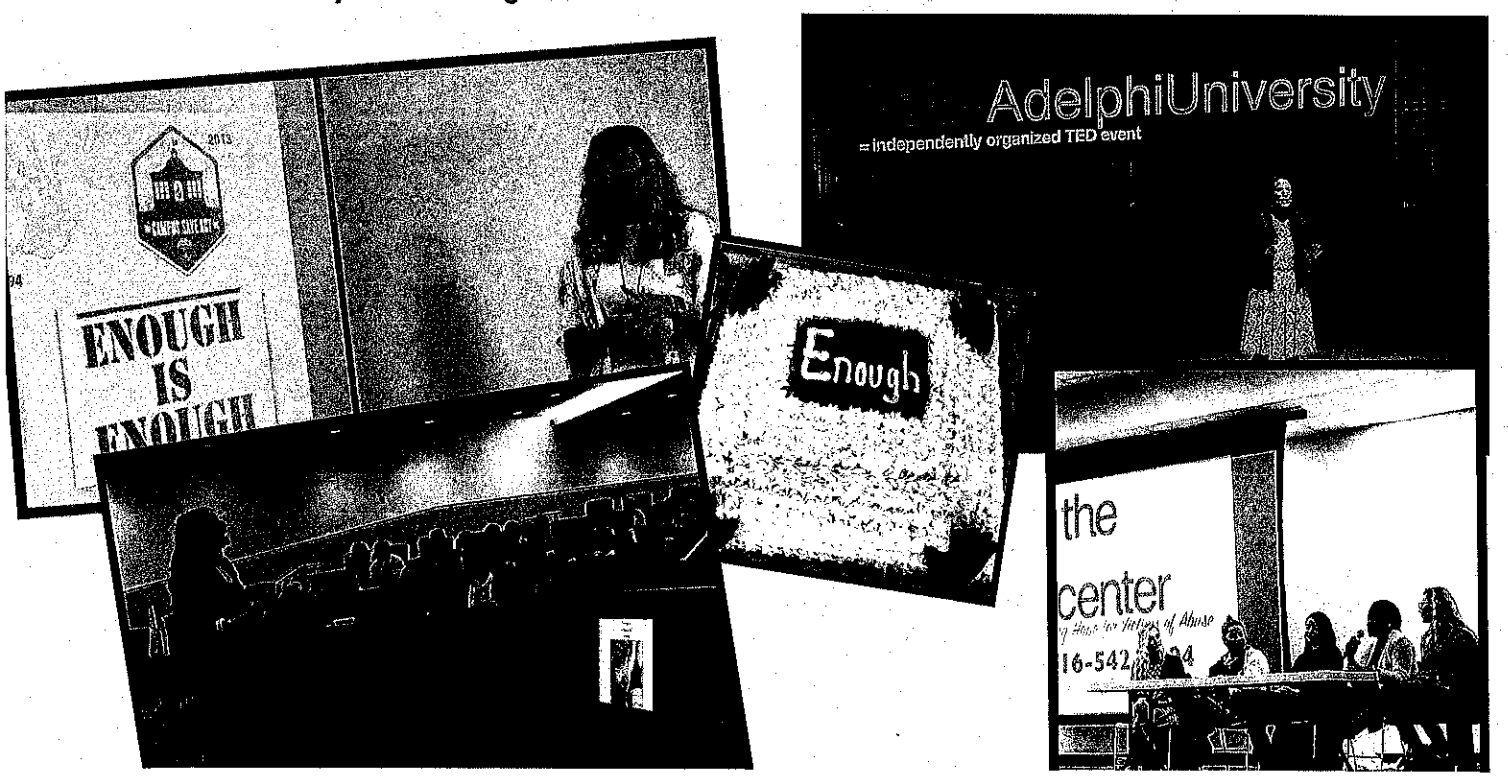
The Safe Center facilitated 74 Enough is Enough trainings in 2018 reaching 4,274 attendees consisting of faculty, staff, and students.

ENOUGH ABUSE CAMPAIGN

The Enough Abuse Campaign is a prevention initiative designed to empower parents and community members to reduce the occurrence of child sexual abuse. The Safe Center is one of the only approved Enough Abuse training site on Long Island. Through ongoing trainings, the agency continues to expand the network of community members who have been trained to protect children.

In June 2018, The Safe Center recruited and trained 12 volunteers, which increased the pool of available Enough Abuse facilitators to nearly 50. These trainers are available to go into the community to train parents, professionals and community members on how to keep children safe from abuse.

In 2018, a total of 390 people received training on how to recognize and keep children safe from abuse during 20 different facilitated Enough Abuse trainings. 28 additional volunteer trainers joined the Enough Abuse campaign in 2018. To date, we have educated over 1,500 adults throughout the Long Island community about Enough Abuse.



MANY FACES OF FAMILY VIOLENCE CONFERENCE

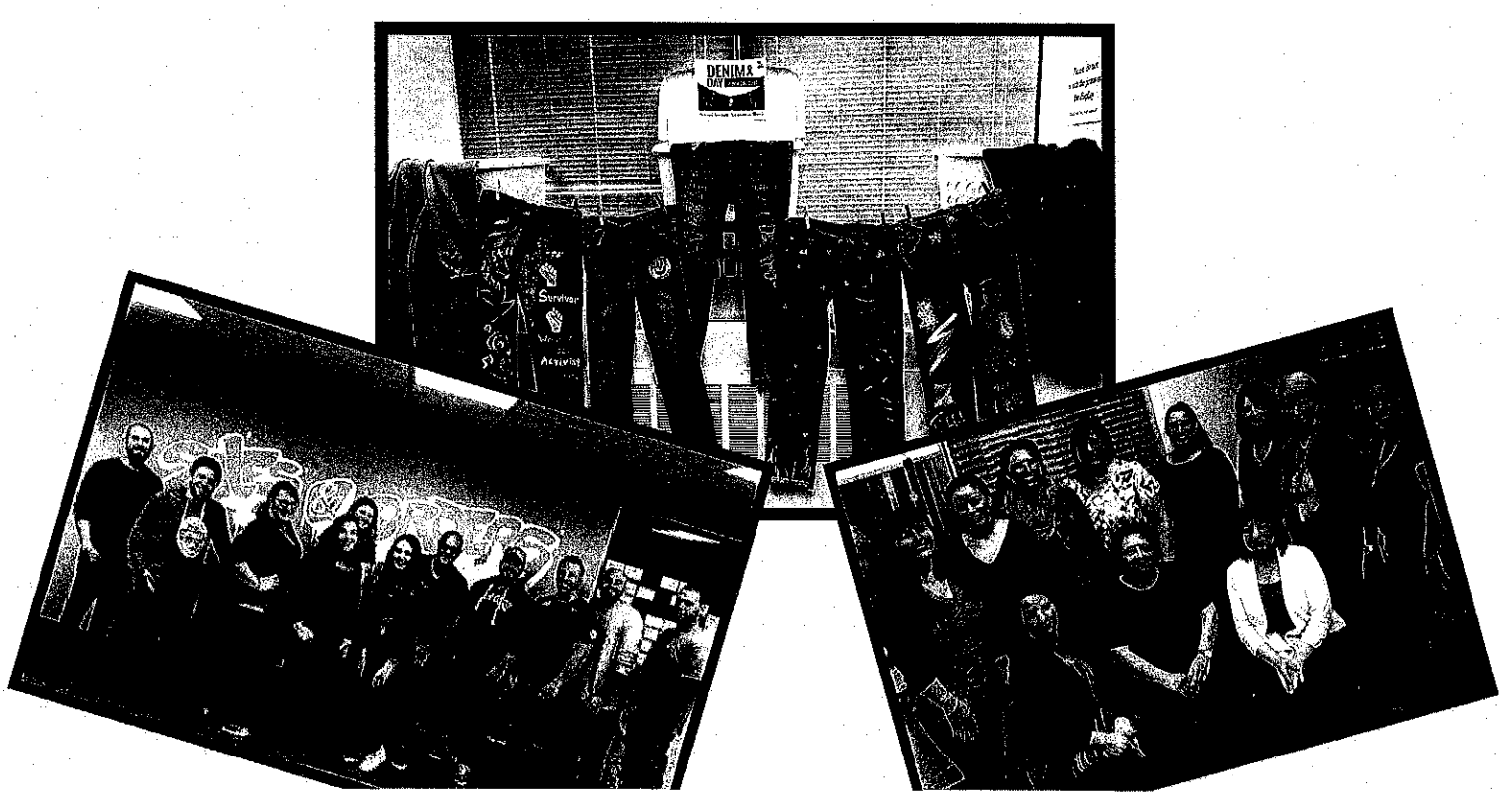
In April, The Safe Center, in collaboration with LIU Post and the Nassau County Executive's Family Violence Task Force facilitated the 9th Annual Many Faces of Family Violence Conference. Nationally known speaker Emily May provided the keynote address and a workshop on bystander intervention.

The event was a full day of workshops related to various facets of interpersonal violence attended by nearly 400 social workers, human services practitioners, psychologists, Child Protective Services caseworkers, law enforcement officers, teachers and school staff, juvenile justice workers and counselors from Long Island and New York City.

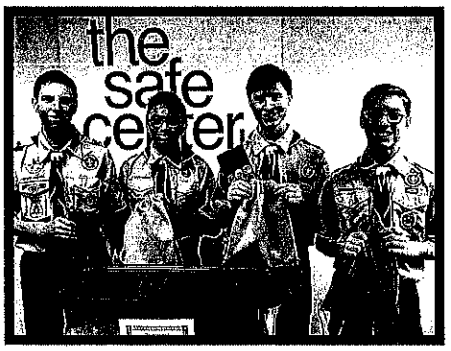
April is Sexual Assault Awareness Month. On April 25th, Denim Day, The Safe Center hosted a screening of a series of sexual harassment PSAs entitled "That's Harassment." The five clips were created by the Ad Council, Rape Abuse and Incest National Network (RAINN), and the National Women's Law Center to highlight the prevalence of harassment and assault in different life situations. Attendees were engaged in discussion with professionals from the agency. The room was surrounded by a display of the denim jeans decorated by clients were on display to honor survivors of sexual violence.

Ask Me Why I Wear Denim on April 25th

Denim Day is an international day of awareness that encourages individuals to wear jeans (denim) to honor survivors of Rape and Sexual Assault. The day was developed as a response to a 1992 case tried in Italy in which a judge later overturned a conviction of rape because the young female victim wore tight jeans. It was argued that she must have had to help her attacker remove her jeans, making the act consensual.



SUPPORTING THE SAFE CENTER



Although The Safe Center is largely supported through government contracts and grants, 15% of annual revenue for 2018 was raised through individual support, foundation grants, special events and campaign fundraisers which included Taste That Jazz Food and Beverage Tasting, Swing for Hope Golf Outing, Every Home A Safe Home Gala and 2018 Season of Giving. Other revenue generated income accounted for 1% of total revenue.

Safe Center Champions
Both monetary and in-kind donations are received annually via The Safe Center Champions initiative. Associations, advocacy groups, local businesses, corporations, college and university clubs and others who select The Safe Center as their "charity of choice" provide much-needed support for programs and services not fully covered under government contracts and grants.

In 2018, over 120 individuals visited The Safe Center to learn more about programs and services, tour the agency and explore opportunities from contributing as a Champion.

Sandy Oliva Special Needs Fund
The Sandy Oliva Special Needs Fund receives monetary donations designated for the purchase of basic client necessities including food, clothing, bedding, personal hygiene items, toiletries, and transportation expenses (metro cards, gas cards, and cab fare).

Generous donations to the Fund amounted to over $14.7K in 2018.

School Supply and Holiday Gift Card Drives
Each year, client families receiving services from The Safe Center are provided with gift cards so that they can make their own decision when purchasing school supplies and gifts, as well as other family necessities, during the holiday season. Gift cards and monetary contributions to purchase gift cards are generously donated by supporters of the agency.

In 2018, over 200 Gift Cards were distributed to Safe Center families during the Back-to-School Gift Card Drive and 227 children and 69 adults benefited from gift cards distributed during the Season of Giving.

the safe center LI

The Safe Center's 2018

Every Home A Safe Home

Annual Gala
Remembers Past Board President and Member
Ilene H. Barshay

for 25 Years of Service to The Safe Center and those qualities she inspired.

♦ Compassion for Those Less Fortunate ♦ Commitment to Making a Difference ♦
♦ Leadership by Example ♦ Unwavering Dedication and Strength ♦

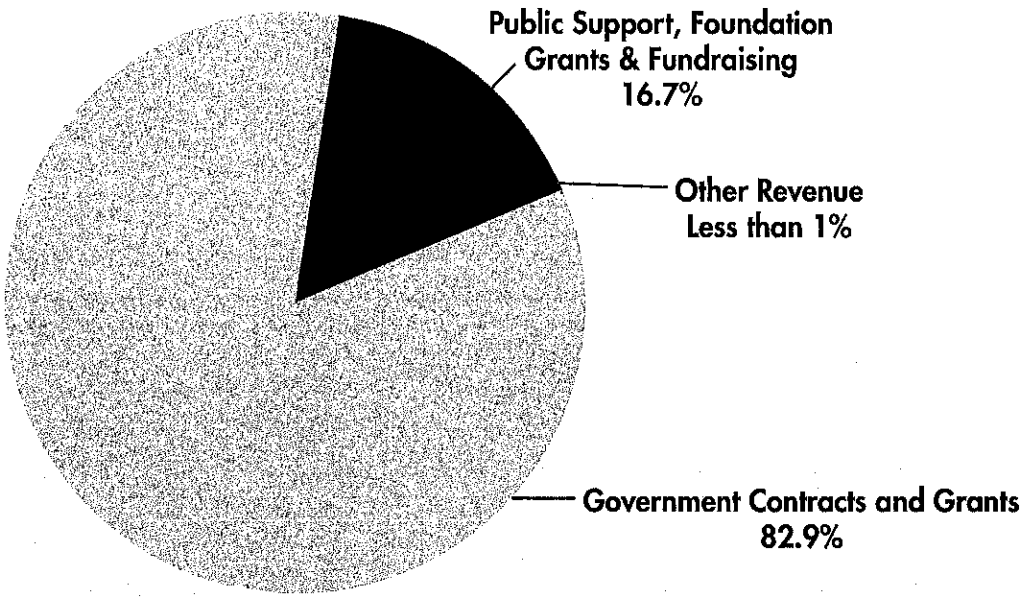
The Ilene H. Barshay Impact Fund
was announced by former Co-Executive Director, Sandy Olivia at the 2018 Gala.

The Fund, proudly established with love by the family of Ilene H. Barshay:

♦ Creates a legacy for Ilene that inspires others to help victims of abuse
♦ Creates initiatives that work to end cycles of interpersonal violence
♦ Supports and maintains emerging and growing Safe Center client service needs
♦ Provides agency clinical staff with increased access to cutting edge and emerging best practices for working with victims of trauma

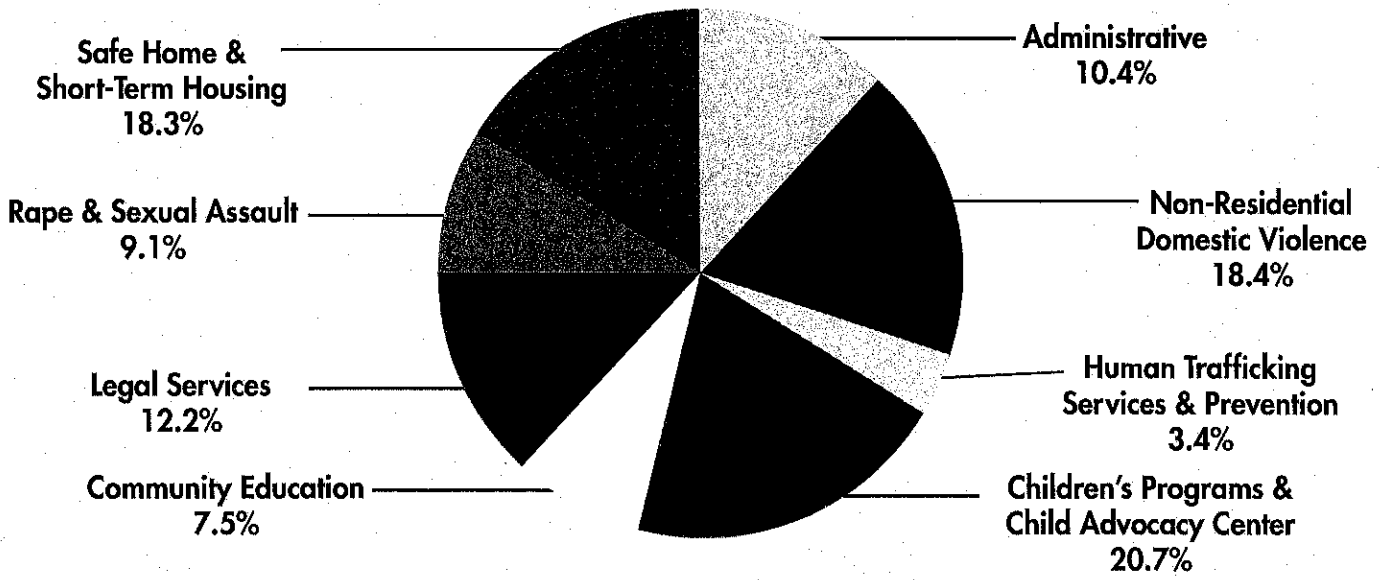
REVENUE BROKEN DOWN BY SOURCES OF FUNDING

January 1, 2018 - December 31, 2018



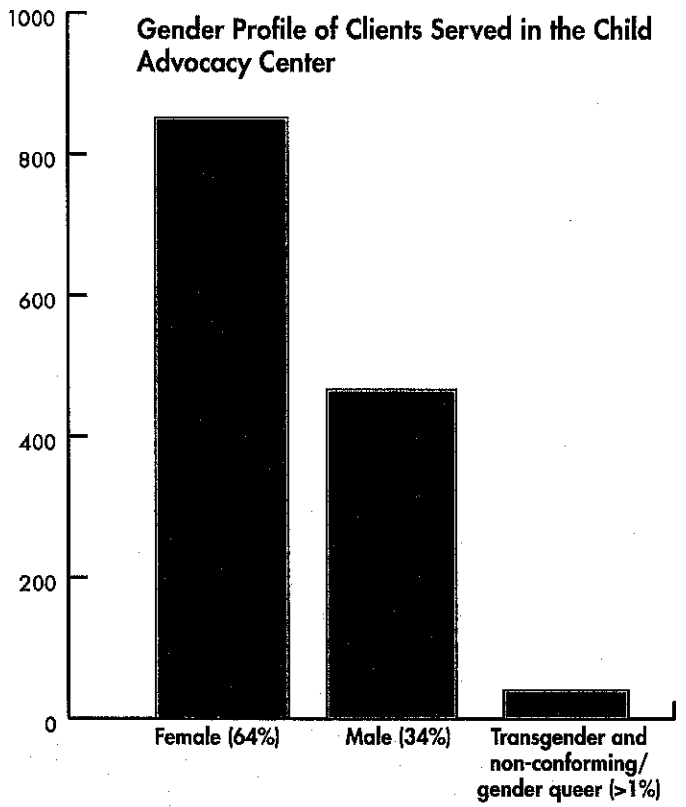
EXPENSES BROKEN DOWN BY PROGRAM AREA

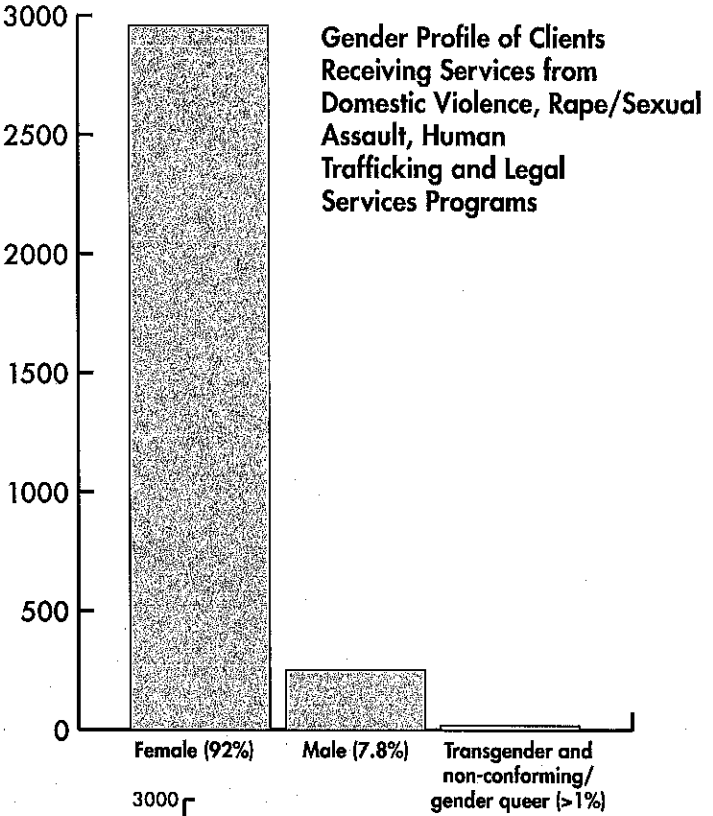
January 1, 2018 - December 31, 2018



For a copy of The Safe Center's most recent Audited 990, please visit www.tscli.org.

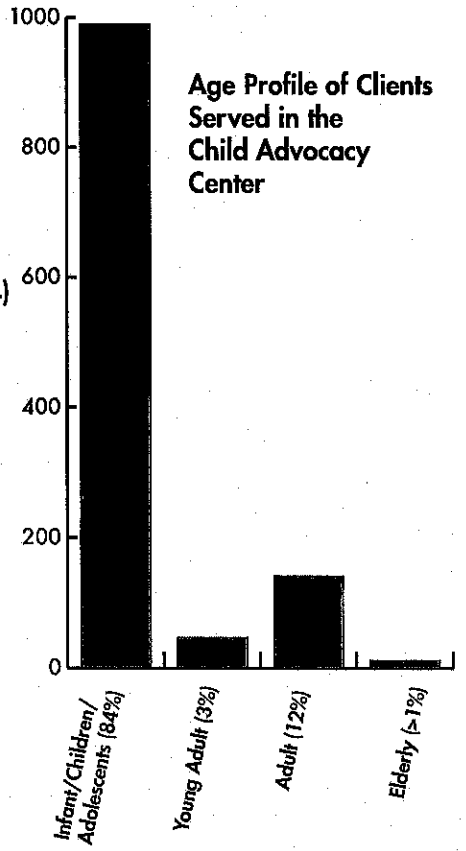
POPULATIONS SERVED BY THE SAFE CENTER

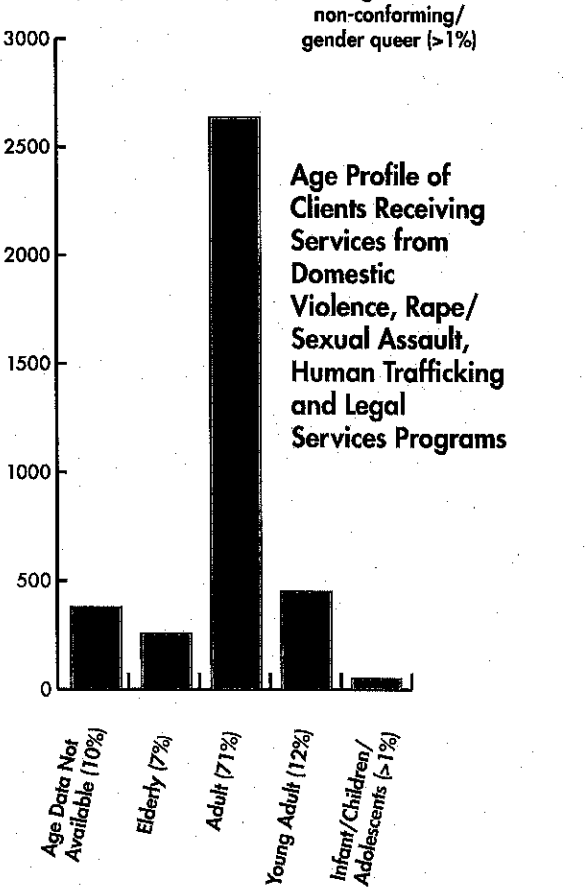




BREAKDOWN OF AGE GROUPS:

Infant/Children/ Adolescents (Age 0-17)
Young Adult (Age 18-24)
Adult (Age 25-59)
Elderly (Age 60+)





Ethnic populations served by The Safe Center include White, Latinx, Black, Asian/SE Asian/ Indian, and American Indian/Alaskan/Pacific Islander adult and child victims of abuse.

CHAMPIONS AND SUPPORTERS
January 1, 2018 – December 31, 2018

Associations, Foundations & Charitable Funds

100 Who Care Alliance ♦ Adelphi University ♦ Asofsky Family Foundation ♦ The Association of Wall-Ceiling and Carpet Industries of New York, Inc. ♦ Beacon Light Foundation ♦ Central Nassau County Rotary Foundation, Inc. ♦ Community Chest of Port Washington ♦ Community Church of East Williston World Service ♦ Diane and Darryl Mallah Family Foundation ♦ Direct Archdiocesan District Philoptochos ♦ Ferriday Fund Charitable Trust ♦ From Our Family To Yours Foundation ♦ The Glen Oaks Philanthropic Fund ♦ Glick Family Foundation ♦ Havayah Centre ♦ Insurance Professional Association of LI ♦ The Jacobson Family Foundation ♦ The Joan F. Axinn Trust ♦ Juliber-Adams Philanthropic Fund ♦ Joan F. Greenfield Trust ♦ John N. Blackman, Sr. Foundation ♦ Judith and Donald Rechler Foundation, Inc. ♦ The Judith C. White Foundation, Inc. ♦ JR/BC Blumenthal Foundation ♦ Kaltman Family Foundation ♦ LIU Post ♦ Manhasset Community Coalition Against Substance Abuse ♦ Manhasset Community Fund's Greentree Foundation "Good Neighbor" Fund ♦ Making A Difference Foundation ♦ The Mary Kay Foundation ♦ The Meadowbrook Women's Initiative ♦ Mitzi and Warren Eisenberg Family Foundation ♦ Molloy College ♦ Ms. Molly Foundation ♦ Mutual of America Foundation ♦ Nassau Bar Foundation, Inc./We Care Fund ♦ Nassau County Women's Bar Association ♦ Nassau County Detectives Charitable Foundation of New York ♦ Nassau County Superior Officers Association ♦ Newsday Charities—McCormick Foundation ♦ New York District Council of Carpenters Benefit Funds ♦ New York Institute of Technology ♦ New York State Children's Alliance ♦ Rexford Management Fund, Inc. ♦ Northport Union Free School District ♦ The Otolaryngology Foundation ♦ Pritchard Charitable Trust ♦ The Richards Family Fund ♦ The Slomo and Cindy Silvian Foundation ♦ The Stanley and Iris Rabinowitz Foundation ♦ Sterling National Bank Charitable Foundation ♦ Susan and Leonard Feinstein Foundation ♦ Tradition Title Agency, Inc. ♦ UJA Federation of NY ♦ United Fund of Manhasset, Inc. ♦ The United Methodist Church of Hempstead New York ♦ United Way of Long Island ♦ The Women's Group of The Greens, Inc.

Businesses & Corporations

A Valerio Building Consultants, Inc. ♦ Abrams, Fensterman, Fensterman, Eisman, Formato, Ferrara & Wolf, LLP ♦ Albanese Organization, Inc. ♦ Albertson Electric, Inc. ♦ American Wood Installers, Inc. ♦ Ameriprise Financial Services, Inc ♦ Anchin Block and Anchin, LLP ♦ Anton Media Group ♦ Arrow Transfer and Storage ♦ Bank of America ♦ Berdon LLP ♦ Bethpage Federal Credit Union ♦ Bridgehampton National Bank ♦ CA Technologies Corporation ♦ Capital One Bank ♦ CARR/A Xerox Company ♦ Castagna Realty Co., Inc. ♦ Cronin and Cronin Law Firm, PLLC ♦ Delphi Group/CE Insurance Brokerage, LTD ♦ Edgewood Partners Insurance Center, Inc. ♦ Equity Settlement Services/Puleo Delisle, PLLC ♦ Farrell Fritz, P.C. ♦ Fifth Avenue of Long Island Realty Associates, LLC ♦ Flushing Bank ♦ Fortunoff Fine Jewelry ♦ Fortune Footwear, Inc. ♦ Four Leaf Designs, LLC ♦ G.R. Reid Associates, LLP ♦ Gilbane Building Company ♦ GPA Mechanical Piping of NY, Inc. ♦ Great Value Vacations ♦ Hermes Paris ♦ HFM Valuation and Consulting Services, Inc. ♦ Holden and Flynn Universal Contractors, Inc. ♦ Horing, Welikson, and Rosen, P.C. ♦ Infinity Mechanical, Inc. ♦ Iron Cove ♦ Island Acoustics ♦ Innisfree M&A Incorporated ♦ Jasper Surety Agency LLC ♦ JEM Container Corp. ♦ Laurel Hill Advisory Group ♦ Leggiadro ♦ Long Island Roller Rebels NFP, Inc. ♦ Mutual of America ♦ National Interiors, Inc. ♦ Nawrocki Smith, LLP ♦ The New York Center for Facial and Plastic Surgery ♦ Newsday ♦ Northwestern Mutual ♦ Pabco Construction Corp. ♦ Park Avenue Building and Roofing Supplies, LLC ♦ Pegalis Law Group, LLC. ♦ People's United Bank ♦ Poll Restaurant Group ♦ PSEG Long Island, LLC ♦ Port Pop-Up Boutique ♦ Realtime Reporting, Inc. ♦ Redland Strategies Inc. ♦ RX Electric Inc. ♦ Sciame Construction, LLC ♦ Signature Bank ♦ Signature Properties of Huntington LLC ♦ Southshore Tattoo ♦ Sir Speedy—Westbury ♦ Spartan Petroleum Corp. ♦ Stagg, Terenzi, Confusione and Wabnik, LLP ♦ Steel One, LLC ♦ Sterling National Bank ♦ Taub Family Wine & Spirits Services LLC ♦ TOG Insurance Brokerage Group, Inc./The Oberman Companies ♦ The CLOROX Company ♦ Trainville Hobby Depot ♦ Triple Crown Sports Memorabilia ♦ VOXX International Corporation ♦ WAC Lighting, Inc. ♦ Wakefern Food Corp./Food Parade ♦ Ware Industries Inc. ♦ Woodworks Construction Company, Inc. ♦ Zabell and Associates, P.C.

Individuals

Scott and Melissa Barshay ♦ Lawrence Barshay ♦ Stanley Barshay ♦ Charles Bennett ♦ Susan Blumenfeld ♦ The Bondi Family ♦ The Bush Family ♦ Deborah Cannon ♦ Christopher Casale ♦ Frank and Rita Castagna ♦ The William Catacosinos Family ♦ James and Deborah Catacosinos ♦ Kenneth and Joann Coffin ♦ Jason Cohen ♦ Anne Cooleen ♦ Barbara and Steven Cooper ♦ Robyn Cooper ♦ John Corbisiero ♦ The Cronin Family ♦ Haleh Damaghi ♦ Henry and Linda Davidson ♦ The Dejak Family ♦ The Dellacroce Family ♦ Joseph Dlabola ♦ Steven Feldstein, MD ♦ Lawrence and Bonnie Fenster ♦ Howard Fensterman ♦ Nicholas Fisch ♦ John Fitzgerald ♦ John and Jane Garvey ♦ Esther Fortunoff-Greene and Joshua Greene ♦ Susan Fredericks ♦ Simone Freeman ♦ The Honorable Marilyn Genoa, Esq. ♦ Joel and Carol Glick ♦ Seth and Michelle Golden ♦ Stephen and Joan Greenfield ♦ Priscilla Gremillion ♦ Robert Hemm ♦ Steve and Iris Herman ♦ Dr. Andrew Jacono, M.D., F.A.C.S. ♦ Lois Juliber ♦ Barbara Milgram Kessler, Esq. ♦ William and Debra Kienke ♦ Staci Kirschner ♦ Philip B. Kolb ♦ Fred and Susan Konigsberg ♦ Lee and Gloria Korn ♦ Martha Krisel ♦ Kenneth and Toni Liebman ♦ Michael Litman ♦ The Locascio Family ♦ William Long ♦ Nancy Lurie ♦ The Marrazzo Family♦ The Medlin Family ♦ David and Arlene Mittelman ♦ Sandy Oliva ♦ Russell Mathews ♦ Lillian McCormick ♦ The Medaglia Family ♦ The Mills Family ♦ Jacqueline Morgan ♦ Donald and Stacey Novick ♦ Thomas and Anne Marie Paccione ♦ Michael J. Paul ♦ The Penzer Family ♦The Philippides Family ♦ Rubin and Sharon Pikus ♦ Peter and Marie Pruden ♦ Joseph Purpura ♦ Michael and Julianne Quinn ♦ Daniel Reich ♦ Susan Ring and Joseph Pellicano ♦ The Rokhsar Family ♦ Alan and Reva Rothenberg ♦ Rita Sachs ♦ Anthony Saleh ♦Jerry and Joan Scheckman ♦ Jane D. Schmitt ♦ Gene and Linda Schroer ♦ Cynthia Scott ♦ Dana Schwaeber ♦ Lois Schwaeber ♦ David and Alison Simon ♦ Ira and Sydell Smith ♦ Priscilla Smith ♦ Ned Smith ♦ Adrian M. Sokoloff ♦ The Ragozzino Family♦ Linda Taub, Esq. ♦ Ken Thompson ♦ Michael Weber ♦ Simone Weiner ♦ Stanley and Carol Weinstock ♦ Howard and Marilyn Weisler ♦ Peter and Diane Weiss ♦ Toni Weiner ♦The Zuccaro Family

Government

Legislative Grants from the Members of the New York State Senate and Assembly who Represent Nassau and Suffolk Counties ♦ Nassau County District Attorney's Office ♦ Nassau County Department of Housing ♦ Nassau County Department of Mental Health ♦ Nassau County Department of Social Services ♦ Nassau County Police Department ♦ Nassau County Youth Board ♦ New York State Coalition Against Sexual Assault ♦ New York State Department of Health ♦ New York State Division of Criminal Justice Services ♦ New York State Office of Children & Family Services ♦ New York State Office of Court Administration ♦ New York State Office of Victims Services ♦ United States Department of Federal Housing and Urban Development ♦ United States Department of Justice ♦ Village of Freeport

Subcontracted Awards From: Central Nassau Guidance and Counseling Services, Inc. and Family and Children's Association

In-Kind Donations of Products and Services

In addition to generous monetary donations received in 2018, The Safe Center accepted in-kind donations of products and services from members of the Long Island community throughout the year. These donations which included baby care items, new clothing and bed linens, household and cleaning supplies, kitchen essentials, paper goods, toiletries and gift cards to local Target, Walmart & Stop and Shop helped to offset expenses incurred for client needs at both the Safe Home and the agency. Local businesses, restaurants, and retail stores also contributed to our fundraising efforts by providing products and services which were used as raffle and silent auction items at special events.

Message to all Safe Center Champions

Administrative staff work very hard to present a complete listing of all who make donations in support of Safe Center's programs and services. The listing of Association, Corporate, and Individual Donors include those who have contributed $500 or more in the 2018 calendar year. The Safe Center apologizes if an acknowledgement of support was inadvertently missed and extends its heartfelt appreciation to each of you who had provided support at any level. Support provided by Safe Center Champions is invaluable. Thank you for being an important part of The Safe Center family.

THE 2018 SAFE CENTER TEAM

BOARD OF DIRECTORS

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Esther Fortunoff-Greene
Vice President

Eric W. Penzer, Esq.
Vice President

Robert Zuccaro, CPA
Treasurer

Carol A. Glick, Esq.
Secretary

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Elizabeth Ragozzino
Susan Ring

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Sandy Oliva
Barbara Milgram Kessler, Esq.
Jacqueline Morgan CSW
Charlotte Podolsky, PhD
Reva Rothenberg, MS Sp. Ed.
Louise Skolnik, DSW
Linda Taub, Esq.

STAFF LEADERSHIP

Cynthia G. Scott
Executive Director

Joshua Hanson
Associate Executive Director

STAFF & VOLUNTEERS

Employees and volunteers of The Safe Center work tirelessly to ensure that adult and child victims of abuse and their non-offending family members are safe, receive the necessary services to heal from abuse without shame, and restore hope for a better future. Staff members of The Safe Center include Attorneys, Counselors, Social Workers, Advocates, Educators, program interns, and administrative personnel, many of whom are bilingual service providers. The Safe Center requires new staff to attend educational trainings that provide an overview of the types of abuses addressed by the agency including child abuse, domestic violence, rape and sexual assault, and human trafficking. Our volunteers are compassionate individuals from all walks of life who train to provide support to those in need, and to aid in the work of the agency.

MISSION

To protect, assist and empower victims of family violence and sexual assault while challenging and changing social systems that tolerate and perpetuate abuse.

VISION

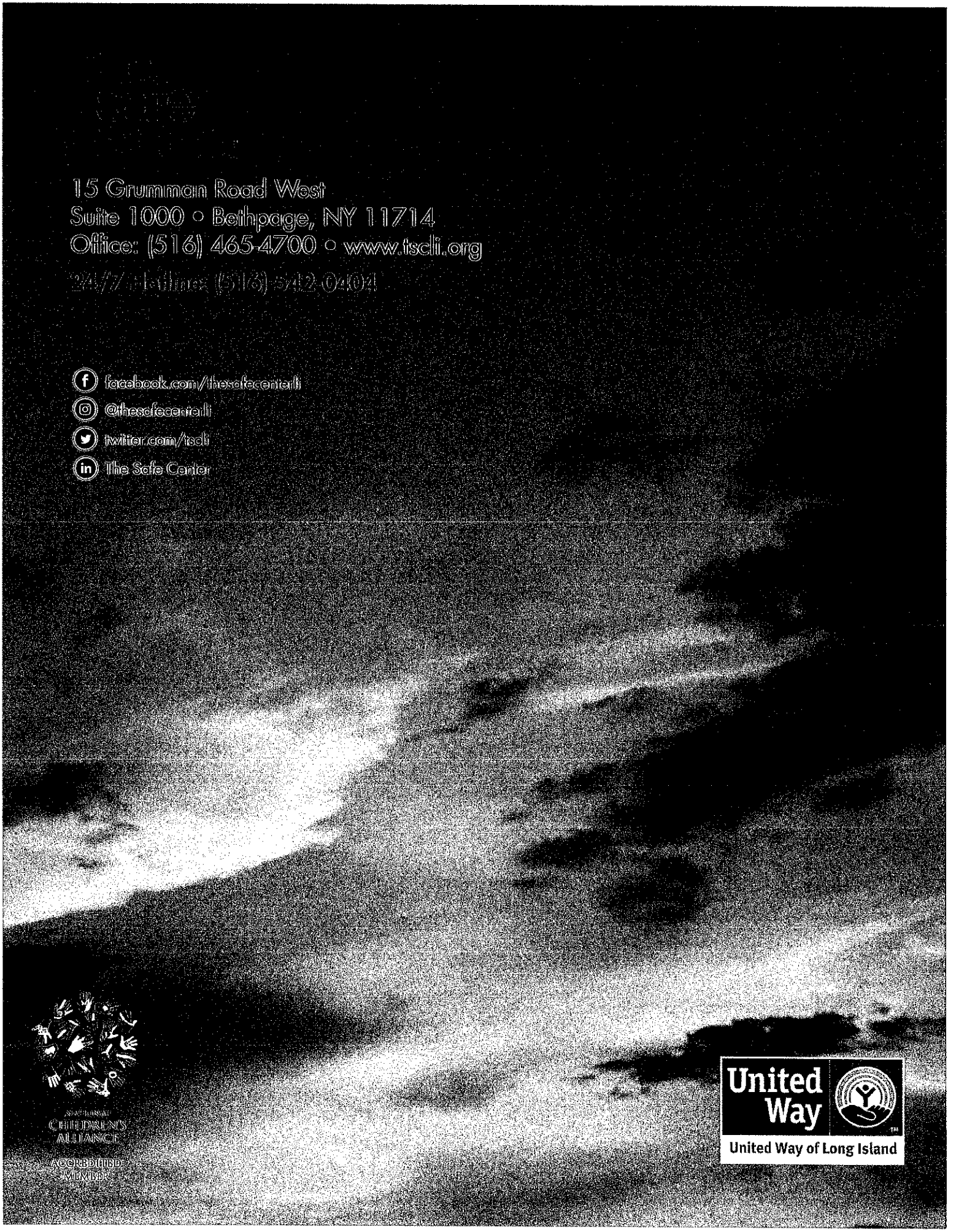
To Restore Hope For Victims of Abuse

APPROACH

Due to the visionary leadership of Executive Director, Cindy Scott, and The Board of Directors, The Safe Center has become a beacon of hope within Nassau County and surrounding communities that provides a fast and easy path to resources that assist in saving and changing lives of women, men, children and elderly victims of family violence and sexual abuse. The Safe Center addresses the impact of abuse on victims as well as their families so that cycles of abuse can end. Services are bilingual and confidential.

NON-DISCRIMINATION POLICY

Services provided by The Safe Center are available for all persons regardless of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, military status, marital status, disability, or age. The Safe Center welcomes everyone and works hard to overcome each victim's unique barriers to safety.


15 Grumman Road West
Suite 1000 • Bethpage, NY 11714
Office: (516) 465-4700 • www.tscli.org
24/7 Hotline: (516) 542-0404
facebook.com/thesafecenterli
@thesafecenterli
twitter.com/tscli
The Safe Center
NATIONAL CHILDREN'S ALLIANCE
ACCREDITED MEMBER
United Way
United Way of Long Island

01/16/2020

the safe center LI

The Safe Center Board of Directors 2020

OFFICERS (7/2014):

Stephen G. Bondi, CPA, – President
Chief Compliance Officer & Chief Financial Officer

[redacted]

Robert Zuccaro, CPA – Treasurer (5/2018)

[redacted]

Carol A. Glick, Esq. – Secretary

[redacted]

Esther Fortunoff-Greene – Vice President
Four Leaf Designs LLC dba Fortunoff Jewelry

[redacted]

Eric W. Penzer, Esq. – Vice President
Partner
Farrell Fritz, P.C.

[redacted]

MEMBERS AT LARGE:

Cara Cronin, Esq.
Partner

[redacted]

Henry Davidson
Private Wealth Advisor

[redacted]

[redacted]

Adam Dejak
Senior Vice President
Sterling National Bank

[redacted]

Judy Marrazzo
President
Paul Jann Advertising, Inc.

[redacted]

Christine Egan-Philippides
Director of Marketing and Investor Relations
Maritime Capital LLC

[redacted]

Russell G. Matthews
President & Chief Executive Officer
Albanese Organization, Inc

[redacted]

Marilyn Genoa, Esq.
Genoa & Associates, P.C.
W: 516-759-7940

Home: 12 Jaegger Drive
Old Brookville, NY 11545
C: 516-659-1990
F: 516-674-9425
mkgenoa@genoaandassociates.com

Richard A. Mills, CPA, MS
Partner
G.R. Reid Associate LLP
Certified Public Accountants

[redacted]

Thomas Locascio
Manager of External Affairs
PSEG-Long Island

[redacted]

[redacted]

[redacted]

Stacey Novick

[redacted]

[redacted]

Susan Ring

[redacted]

Thomas Paccione, MBA
Chief Financial Officer
Fortune Footwear, Inc.

[redacted]

[redacted]

Vice-President &
Employment Counsel
Viacom International Inc.

[redacted]

[redacted]

Elizabeth Ragozzino
Senior Vice President
Sterling National Bank

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: The Safe Center LI, Inc.

Address: 15 Grumman Rd. West, Suit 1000

City: Bethpage State: NY Zip Code: 11714

2. Entity's Vendor Identification Number: 11-2442377

3. Type of Business: Other (specify) Not for Profit Corporation

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

6 File(s) uploaded

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

No shareholders, members or partners of firm.

No shareholders, members, or partners have been attached to this form.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

No lobbyist utilized.

1 File(s) uploaded

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

No lobbying activity.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

No registered lobbyist.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Cynthia Scott [CSCOTT@TSCLI.ORG]

Dated: 10/21/2019 02:43:22 PM

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, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of the District Attorney, having its principal office at 262 Old Country Road, Mineola, NY 11501 (the "Department") and (ii) The Safe Center LI, Inc., a New York State not-for-profit corporation, having its principal office at 15 Grumman Road W., Suite 1000, Bethpage, NY 11714 (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter; and

WHEREAS, the Department is authorized to utilize forfeiture funds pursuant to N.Y. Civil Practice Law, Article 13A, Section 1349, effective January 1, 1962; and

WHEREAS, the Department is authorized to receive and expend grants for these purposes;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2020 and terminate on December 31, 2020, unless sooner terminated in accordance with the provisions of this Agreement; provided however the County may renew this agreement under the same terms and conditions for two (2) additional one (1) year terms.

2. Services. (a) The services to be provided by the Contractor under this Agreement shall consist of conducting a 24-hour Hotline for victims of domestic violence. Hotline workers are counselors trained in the dynamics of domestic violence, rape, sexual assault and crisis intervention. Hotline workers provide crisis intervention, arrange for safe housing, and link victims to law enforcement, mental health professionals, attorneys and other resources. As of January 2015, the Safe Center Hotline has fielded more than 234,000 calls and provided over 25,000 intake interviews with victims of domestic violence. The Hotline operates in conjunction with Contractor's Police Partnership Project, which is a collaboration between the Contractor, the Nassau County Police Department, and eight local police departments within Nassau County. Through this project, the Contractor is notified of domestic violence incidents reported to the police and contacts victims to provide follow-up support and services. (the "Services").

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed the sum of Ninety Thousand Dollars ($90,000.00) (the "Maximum Amount"), which shall be payable as per the budget in the attached Appendix "A".

(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) Reallocation Among Line items. The Contractor may reallocate monies among line items, 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 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, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement 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.

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other

disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(g) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly

and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported

assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. 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. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

THE SAFE CENTER LI, INC.

By: _____

Name: CYNTHIA SCOTT

Title: EXECUTIVE DIRECTOR

Date: 10/18/19

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 18TH day of OCTOBER in the year 2019 before me personally came CYNTHIA SCOTT 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 EXEC. DIRECTOR of THE SAFE CENTER LI, INC., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

TERESA C. AZZUE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02AZ6388262
Qualified in NASSAU County
Commission Expires 03/04/2023

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 A
BUDGET
January 1, 2020 – December 31, 2020

PERSONNEL	**AMOUNT**
Administrative Assistant	$12,000
Fiscal Assistant	1,400
Police Advocate	16,900
Police Advocate	13,300
Sr. Dir. Of Client Services	4,500
Executive Director	5,000
Crisis Center Coordinator	21,400
Total Salaries	**$74,500**
FRINGE BENEFITS (13.8255%)	**$10,300**
OTHER EXPENSES	
Audit	$ 300
Client Needs*	2,500
Insurance	1,300
Office Supplies	300
Photocopying	200
Telephone	600
Total Other Expenses	**$ 5,200**
GRAND TOTAL	**$90,000**

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the

Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The

award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a

County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

CYNTHIA SCOTT (Name)
1600 GRUMMAN RD. WEST, SUITE 1000
BETHPAGE, NY 11714 (Address)
516-465-4700 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action ✓ has _____ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

A WRONGFUL TERMINATION SUIT WAS FILED IN OCTOBER 2017 AND SETTLED IN AUGUST 2018. A SLIP & FALL ACCIDENT HAPPENED IN FEBRUARY 2015. CLAIM IS PENDING DEPOSITION BY THE CLAIMANT.

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.

10/18/19
Dated

Signature of Chief Executive Officer

CYNTHIA SCOTT
Name of Chief Executive Officer

Sworn to before me this

18TH day of OCTOBER, 2019.

Notary Public

TERESA C. AZZUE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02AZ6388262
Qualified in NASSAU County
Commission Expires 03/04/2023

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Phillcia Blake	
TOG Insurance Brokerage Group Inc. d/b/a The Oberman Companies 777 Westchester Ave White Plains NY 10604	PHONE (A/C, No, Ext): (914) 694-8550	FAX (A/C, No): (914) 694-8552
	E-MAIL ADDRESS: pblake@oberman.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Ins Co.	18058
INSURED The Safe Center LI, Inc 15 Grumman Rd W Bethpage NY 11714	INSURER B : Philadelphia Ins Co	23850
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 19-20 Liab Master **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		PHPK2026646	08/31/2019	08/31/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Abuse and Molestation	$ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2026646	08/31/2019	08/31/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 5,000
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y		PHUB690308	08/31/2019	08/31/2020	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROFESSIONAL LIABILITY ABUSE & MOLESTATION			PHPK2026646	08/31/2019	08/31/2020	CYBER LIAB AGGR 1,000,000/2,000,000 1,000,000/2,000,000	3,000,000/DED 1K

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured as required by written contract or agreement

CERTIFICATE HOLDER

Nassau County
1 West Street
Mineola NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dark Oberman

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
THE SAFE CENTER LI INC

15-10 GRUMMAN ROAD WEST SUITE 1000
BETHPAGE, NY 11714

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
516-465-4700

1c. Federal Employer Identification Number of Insured or Social Security Number
112442377

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
NASSAU COUNTY
1 WEST STREET
MINEOLA, NY 11501

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL96450

3c. Policy effective period
04/01/2018 to 03/31/2020

4. Policy provides the following benefits:
- [X] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 10/11/2018 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)

NYSIF **New York State Insurance Fund**

Workers' Compensation & Disability Benefits Specialists Since 1914

8 CORPORATE CENTER DR, 2ND FLR, MELVILLE, NEW YORK 11747-3166

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 112442377
OBERMAN COMPANIES
777 WESTCHESTER AVENUE
WHITE PLAINS NY 10604

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
THE SAFE CENTER LI INC 15 GRUMMAN RD W STE 1000 BETHPAGE NY 11714	NASSAU COUNTY 1 WEST STREET MINEOLA NY 11501

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
H 587 593-5	467738	01/23/2019 TO 01/23/2020	1/24/2019

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 587 593-5, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 30 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

Sherwin Taylor

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 1063439298

U-26.3

E-40-20

NIFS ID:CLAT20000004 Department: County Attorney

Capital:

SERVICE: Lobbying Services

Contract ID #:CQAT18000002 NIFS Entry Date: Term: from 01-MAR-18 to 28-FEB-21

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) Material Adverse Information Identified? (if yes, attach memo):	Y
5) Insurance Required	Y

Vendor Info:	
Name: **James W. Lytle of Manatt, Phelps & Phillips LLP**	Vendor ID#: [redacted]
Address: 136 State Street Albany, NY 12207	Contact Person: [redacted]
	Phone: [redacted]

Department:
Contact Name: Mary Nori
Address: 1 West Street Mineola, NY 11501
Phone: 516-571-6083

Routing Slip

Department	**NIFS Entry: X**	**11-FEB-20 -- MREYNOLDSAT**
Department	**NIFS Approval: X**	**11-FEB-20 -- SBERMAN**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**18-FEB-20 -- IQURESHI**
OMB	**NIFS Approval: X**	**11-FEB-20 -- JNOGID**
County Atty.	**Insurance Verification: X**	**11-FEB-20 -- AAMATO**
County Atty.	**Approval to Form: X**	**14-FEB-20 -- JDELLE**
CPO	**Approval: X**	**28-FEB-20 -- RCLEARY**

DCEC	**Approval: X**	**28-FEB-20 -- JCHIARA**
Dep. CE	**Approval: X**	**28-FEB-20 -- HWILLIAMS**
Leg. Affairs	**Approval/Review: X**	**28-FEB-20 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: Amendment to an existing contract to provide lobbying services with the Executive and Legislative branches of the NYS Government.
Method of Procurement: Contract amendment. Please see procurement history below
Procurement History: Streamlined RFP. The County solicited proposals from three lobbying firms, and two responses were received. This vendor was the lowest responsible bidder.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: +$49,500 maximum increased to $148,500.00
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES	
Fund:	ATGEN1100
Control:	
Resp:	
Object:	**DE500**
Transaction:	
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 49,500.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 49,500.00**

LINE	INDEX/OBJECT CODE	AMOUNT
3	ATGEN1100/DE500	$ 49,500.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 49,500.00

RULES RESOLUTION NO. -2020

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 ATTORNEY AND JAMES W. LYTLE OF MANATT, PHELPS & PHILLIPS, LLP

WHEREAS, the County has negotiated an amendment to a personal services agreement with James W. Lytle of Manatt, Phelps & Phillips, LLP to provide lobbying services on behalf of the County, 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 amendment to said agreement with James W. Lytle of Manatt, Phelps & Phillips, LLP.

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. **Vendor:** James W. Lytle of Manatt, Phelps & Phillips LLP

2. **Dollar amount requiring NIFA approval:** $49500

   Amount to be encumbered: $49500

   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: 03/01/2018-02/28/2021**
   Has work or services on this contract commenced? Y ____

   If yes, please explain: ongoing services

4. **Funding Source:**

X General Fund (GEN)	Grant Fund (GRT)	
Capital Improvement Fund (CAP)		Federal % 0
Other		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:**

Amendment to an existing contract to provide lobbying services with the Executive and Legislative branches of the NYS Government.

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 Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberation s.

IQURESHI 18-FEB-20

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 Cou nty Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts for all relevant accounts and relevant Nassau County Legislature communication docu ments and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being su bmitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Jack Schnirman
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: James W. Lytle of Manatt, Phelps & Phillips, LLP

CONTRACTOR ADDRESS: 136 State Street, Albany New York 12207

FEDERAL TAX ID #: [redacted]

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. X **This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on March 19, 2018. This is an amendment within the scope of the contract (copies of the relevant pages are attached). The original contract was entered following a streamlined procurement process, where three proposals were solicited. Manatt was chosen as the lowest responsible bidder.

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. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. X Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ 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

2/10/20

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. 01/18

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
Richard W Adam [RADAM@MANATT.COM]

Dated: 01/30/2020 04:30:31 PM

Vendor: Manatt, Phelps & Phillips, LLP

Title: Associate General Counsel

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: Donna L. Wilson
Date of birth: [redacted]
[redacted]
Country: US

Business Address: 11355 W. Olympic Blvd.
City: Los Angeles State/Province/Territory: CA Zip/Postal Code: 90064
Country US
Telephone: 3103124144

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	07/01/2019	Secretary	
Chief Financial Officer		Partner	07/22/2013
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
Became equity partner on 07/22/2013.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
SB 620, LLC

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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Donna L. Wilson , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Donna L. Wilson , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Manatt, Phelps & Phillips, LLP
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Donna L. Wilson [DLWILSON@MANATT.COM]

Chief Executive Officer and Managing Partner
Title

02/07/2020 01:31:12 PM
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: 01/30/2020

1) Proposer's Legal Name: Manatt, Phelps & Phillips, LLP

2) Address of Place of Business: 11355 W Olympic Blvd

City: Los Angeles State/Province/Territory: CA Zip/Postal Code: 90064

Country: US

Address: 7 Times Square
City: New York State/Province/Territory: NY Zip/Postal Code: 10036
Country: US
Start Date: End Date:

[redacted]

Address: 1215 K Street, Suite 1900
City: Sacramento State/Province/Territory: CA Zip/Postal Code: 95814
Country: US
Start Date: End Date:

[redacted]

Address: 136 State Street
City: Albany State/Province/Territory: NY Zip/Postal Code: 12207
Country: US
Start Date: End Date:

[redacted]

Address: One Embarcadero Center
City: San Francisco State/Province/Territory: CA Zip/Postal Code: 94111
Country: US
Start Date: End Date:

[redacted]

Address: 695 Town Center Drive
City: Costa Mesa State/Province/Territory: CA Zip/Postal Code: 92626
Country: US
Start Date: End Date:

[redacted]

Address: 1050 Connecticut Avenue, NW, Suite 600
City: Washington State/Province/Territory: DC Zip/Postal Code: 20036
Country: US

Start Date: End Date:

[redacted]

Address: 177 Huntington Ave., Suite 1700
City: Boston State/Province/Territory: MA Zip/Postal Code: 02115
Country: US
Start Date: End Date:

[redacted]

Address: 151 N Franklin Street, Suite 2600
City: Chicago State/Province/Territory: IL Zip/Postal Code: 60606
Country: US
Start Date: End Date:

[redacted]

Address: 350 Cambridge Ave, Suite 300
City: Palo Alto State/Province/Territory: CA Zip/Postal Code: 94306
Country: US
Start Date: End Date:

[redacted]

3) Mailing Address (if different): 136 State Street, Suite 300

City: Albany State/Province/Territory: NY Zip/Postal Code: 12207

Country: US

Phone: (518) 431-6700

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Partnership (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?

YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?

YES [X] NO [ ] If yes, please provide details:

Manatt Health Strategies, LLC is a wholly owned subsidiary of Manatt, Phelps & Phillips, LLP and provides health consulting and services to the health industry.

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, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [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, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [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.

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.

If a conflict arises, consistent with our signed agreements with the County Attorney's Office, we will promptly contact the County Attorney's Office to review and resolve it. Manatt has a centralized Conflicts/Intake department that reviews all new matters, whether for first-time or existing clients, for potential conflicts of interest. Before a matter is opened, all potential conflicts?ethical, positional, relational, etc.?are identified, evaluated, and managed (by controlling, disclosing or avoiding them). Where a conflict is found to exist, Manatt may request a conflict waiver from the client or potential client and open such a matter only after receiving it.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;
04/01/1965

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

No individuals with a financial interest in the company have been attached..

1 File(s) Uploaded: Manatt business history form for Nassau County question A (ii).DOCX

iii) Name, address and position of all officers and directors of the company. If none, explain.

No officers and directors from this company have been attached.

1 File(s) Uploaded: Manatt business history form for Nassau County question A (iii).DOCX

iv) State of incorporation (if applicable);

v) The number of employees in the firm;
782

vi) Annual revenue of firm;
[redacted]

vii) Summary of relevant accomplishments
Please see Manatt's 2018 Response to Request for Proposal for State Lobbying Services.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

54

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

N/A

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	New York University
Contact Person	Jennifer Pautz, Director of Government Affairs
Address	[redacted]
City	[redacted] State/Province/Territory NY
Country	US
Telephone	([redacted]
Fax #	
E-Mail Address	[redacted]

Company	New York State Association For Affordable Housing
Contact Person	Jolie Milstein, President and CEO
Address	[redacted]
City	[redacted] State/Province/Territory NY
Country	[redacted]
Telephone	([redacted]
Fax #	
E-Mail Address	[redacted]

Company	Memorial Sloan Kettering Cancer Center
Contact Person	Jorge Lopez, General Counsel
Address	[redacted]
City	[redacted] State/Province/Territory NY
Country	US
Telephone	[redacted]
Fax #	
E-Mail Address	[redacted] ?

I, Richard W Adam , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Richard W Adam , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Manatt, Phelps & Phillips, LLP

Electronically signed and certified at the date and time indicated by:
Richard W Adam [RADAM@MANATT.COM]

Associate General Counsel
Title

02/28/2020 12:22:52 PM
Date

Manatt, Phelps & Phillips, LLP

Business History Form, Question A) (ii)

List of Equity Partners:

Boston Office: 177 Huntington Ave., Suite 1700, Boston, MA 02115
- Scott Lashway

New York Office: 7 Times Square, New York, NY 10036
- Deborah Bachrach
- Robert Belfort
- William Bernstein
- Ronald Blum
- Melinda Dutton
- Neil Faden
- Brian Korn
- Peter Olberg
- Helen Pfister
- Steven Polan

Washington, D.C. Office: 1050 Connecticut Ave NW, Suite 600, Washington, D.C. 20036
- Cindy Mann
- Scott Schwartz

San Francisco Office: One Embarcadero Center, Thirteenth Floor, San Francisco, CA 94111
- Sharon Bauman
- Robert Becker
- Amy Briggs
- Jill Dodd
- Clayton Gantz
- Joseph Laska
- Barry Lee
- Craig Miller
- Yarmela Pavlovich

Palo Alto Office: 1841 Page Mill Road, Suite 200, Palo Alto, CA 94304
- Michael Polentz

Sacramento Office: 1215 K Street, Suite 1900, Sacramento, CA 95814
- Thomas McMorrow

Chicago Office: 151 N. Franklin Street, Suite 2600, Chicago, IL 60606
- Richard Gottlieb
- Keith Anderson

Orange County Office: 695 Town Center Drive, Costa Mesa, CA 92626
- Susan Hori
- Kenneth Julian
- Thomas Poletti

Los Angeles Office: 11355 W. Olympic Blvd., Los Angeles 90064
- Keith Allen-Niesen
- Gordon Bava
- Jeff Biederman
- Jordan Bromley
- Kathleen Brown
- Edward Burg
- Paul Carr-Rollitt
- Lindsay Conner
- Michelle Cooke
- Victor De La Cruz
- Craig De Recat
- John Gatti

- Timi Hallem
- Ileana Hernandez
- Esra Hudson
- Robert Jacobs
- Matthew Kanny
- George Kieffer
- Barry Landsberg
- John Leblanc
- John Libby
- Richard Maire
- Jeffrey Mannisto
- Craig Moyer
- Scott Pearson
- Gregory Pimstone
- Robert Platt
- William Quicksilver
- Christine Reilly
- Harvey Rochman
- Anita Sabine
- Andrew Satenberg
- Brad Seiling
- George Soneff
- Ronald Turovsky
- Charles Weir
- Donna Wilson

325779456.1

Manatt, Phelps & Phillips, LLP

Business History Form, Question A) (iii)

List of Directors:

New York Office: 7 Times Square, New York, NY 10036

- William Bernstein
- Melinda Dutton

San Francisco Office: One Embarcadero Center, Thirteenth Floor, San Francisco, CA 94111

- Sharon Bauman

Orange County Office: 695 Town Center Drive, Costa Mesa, CA 92626

- Kenneth Julian

Los Angeles Office: 11355 W. Olympic Blvd., Los Angeles 90064

- Michelle Cooke
- Craig De Recat
- Barry Landsberg
- John Libby
- Jeffrey Mannisto
- William Quicksilver
- **Donna Wilson – CEO and Managing Partner**

325798801.1

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Manatt, Phelps & Phillips, LLP

Address: 11355 W Olympic Blvd

City: Los Angeles State/Province/Territory: CA Zip/Postal Code: 90064

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Partnership (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):

1 File(s) uploaded Manatt vendor disclosure form for Nassau County question 4.DOCX

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

See attached answer to #4.

No shareholders, members, or partners have been attached to this form.

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.

Manatt Health Strategies, LLC is a wholly-owned subsidiary of Manatt, Phelps & Phillips, LLP and provides health consulting and services to the health industry.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Richard W Adam [RADAM@MANATT.COM]

Dated: 02/04/2020 12:15:14 PM

Title: Associate General Counsel

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.

Manatt, Phelps & Phillips, LLP

Vendor Disclosure Form, Question 4

List of Equity Partners:

Boston Office: 177 Huntington Ave., Suite 1700, Boston, MA 02115
- Scott Lashway

New York Office: 7 Times Square, New York, NY 10036
- Deborah Bachrach
- Robert Belfort
- William Bernstein
- Ronald Blum
- Melinda Dutton
- Neil Faden
- Brian Korn
- Peter Olberg
- Helen Pfister
- Steven Polan

Washington, D.C. Office: 1050 Connecticut Ave NW, Suite 600, Washington, D.C. 20036
- Cindy Mann
- Scott Schwartz

San Francisco Office: One Embarcadero Center, Thirteenth Floor, San Francisco, CA 94111
- Sharon Bauman
- Robert Becker
- Amy Briggs
- Jill Dodd
- Clayton Gantz
- Joseph Laska
- Barry Lee
- Craig Miller
- Yarmela Pavlovich

Palo Alto Office: 1841 Page Mill Road, Suite 200, Palo Alto, CA 94304
- Michael Polentz

Sacramento Office: 1215 K Street, Suite 1900, Sacramento, CA 95814
- Thomas McMorrow

Chicago Office: 151 N. Franklin Street, Suite 2600, Chicago, IL 60606
- Richard Gottlieb
- Keith Anderson

Orange County Office: 695 Town Center Drive, Costa Mesa, CA 92626
- Susan Hori
- Kenneth Julian
- Thomas Poletti

Los Angeles Office: 11355 W. Olympic Blvd., Los Angeles 90064
- Keith Allen-Niesen
- Gordon Bava
- Jeff Biederman
- Jordan Bromley
- Kathleen Brown
- Edward Burg
- Paul Carr-Rollitt
- Lindsay Conner
- Michelle Cooke
- Victor De La Cruz
- Craig De Recat
- John Gatti

- Timi Hallem
- Ileana Hernandez
- Esra Hudson
- Robert Jacobs
- Matthew Kanny
- George Kieffer
- Barry Landsberg
- John Leblanc
- John Libby
- Richard Maire
- Jeffrey Mannisto
- Craig Moyer
- Scott Pearson
- Gregory Pimstone
- Robert Platt
- William Quicksilver
- Christine Reilly
- Harvey Rochman
- Anita Sabine
- Andrew Satenberg
- Brad Seiling
- George Soneff
- Ronald Turovsky
- Charles Weir
- Donna Wilson

List of Directors:

New York Office: 7 Times Square, New York, NY 10036

- William Bernstein
- Melinda Dutton

San Francisco Office: One Embarcadero Center, Thirteenth Floor, San Francisco, CA 94111

- Sharon Bauman

Orange County Office: 695 Town Center Drive, Costa Mesa, CA 92626

- Kenneth Julian

Los Angeles Office: 11355 W. Olympic Blvd., Los Angeles 90064

- Michelle Cooke
- Craig De Recat
- Barry Landsberg
- John Libby
- Jeffrey Mannisto
- William Quicksilver
- **Donna Wilson – CEO and Managing Partner**

AMENDMENT NO. 2

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that 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 **Office of the Nassau County Attorney**, having its principal office at 1 West Street, Mineola, New York 11501 and the **Nassau County Executive's Office**, having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (collectively, the "Department"), and (ii) **James W. Lytle of Manatt, Phelps & Phillips, LLP**, as an individual, having an office located at 136 State Street, Suite 300, Albany, New York 12207 (hereinafter "Lobbyist" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT18000002 between the County and the State Lobbyist, executed on behalf of the County on March 19, 2018, as amended by amendment one (1), County contract amendment number CLAT19000006, executed on behalf of the County on March 28, 2019 (the "Original Agreement"), Lobbyist provides to the County professional lobbying services in Albany, New York, 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 March 1, 2018 until February 28, 2020, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Lobbyist for Services under the Original Agreement, as full compensation for the Services, was Ninety-Nine Thousand Dollars ($99,000.00) (the "Maximum Amount"), payable in equal monthly installments of Four Thousand One Hundred Twenty-Five Dollars ($4,125.00), with the Maximum Amount being inclusive of all expenses, including travel, and other costs incidental to the Services to be provided by the Lobbyist under the Original Agreement, except as otherwise provided in section 3 (a)(2) of the Original Contract; and

WHEREAS, the County desires to extend the Original Term for one (1) additional year, increase the Maximum Amount and amend the Compliance with Law section.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term. The Original Term shall be extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be February 28, 2021.

2. Maximum Amount. (a)(1) The Maximum Amount in the Original Agreement shall be increased by Forty-Nine Thousand Five Hundred Dollars ($49,500.00) (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 Forty-Eight Thousand Five Hundred Dollars ($148,500.00) (the "Amended Maximum Amount").

(a)(2) In addition to the Amended Maximum Amount stated in section 2(a)(1) above, the Lobbyist shall be reimbursed for its annual JCOPE registration fee, not to exceed Two Hundred Dollars ($200.00) per year under this Amended Agreement.

3. Compliance with Law. Section 6 of the Original Agreement is hereby amended to add the following subsections:

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

JAMES W. LYTLE

By: James W Lytle

Name: James W Lytle
Title: LOBBYIST

Date: January 17, 2020

NASSAU COUNTY

By: _____

Name: _____
Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~ Albany)

On the 17th day of January in the year 20 20 before me personally came James W Lyle to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Albany; that he or she is the Partner of McNamee Lochner Titus & Williams, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Lisa M Thomas
Notary Public, State of New York
Qualified in Schenectady County, No 01TH6062261
My Commission Expires June 24, 20 22

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the_____day of_____in the year 20___before me personally came_____to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of_____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 CN102166816-MPP-18/18-19-20	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Manatt Phelps & Phillips Attn: Richard W. Adam, Esq. 11355 West Olympic Blvd Los Angeles, CA 90064	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Various - See Attached INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** LOS-002360663-08 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			'See attached for all policies'	08/01/2019	08/01/2020	Per Occurrence	18,500,000
				'SIR: $1,500,000'			Aggregate	18,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Nassau County
Attn: Susan L. Gordon
Deputy County Attorney
One West Street
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Jason Smither

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AGENCY CUSTOMER ID: CN102166816
LOC #: Los Angeles

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Marsh Risk & Insurance Services		Manatt Phelps & Phillips Attn: Richard W. Adam, Esq. 11355 West Olympic Blvd Los Angeles, CA 90064
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Quota Share:

Policy: PLP1000134P10
Carrier: Nautilus Insurance Company
Effective Date: 08/01/2019
Expiration Date: 08/01/2020
Per Occurrence Limit: $5,000,000
Aggregate Limit: $10,000,000

Policy: QPL0021286
Carrier: QBE Specialty Insurance
Effective Date: 08/01/2019
Expiration Date: 08/01/2020
Per Occurrence Limit: $3,750,000
Aggregate Limit: $7,500,000

Policy: LPL10007549904
Carrier: Endurance American Specialty Insurance Company
Effective Date: 08/01/2019
Expiration Date: 08/01/2020
Per Occurrence Limit: $5,000,000
Aggregate Limit: $10,000,000

Policy: MKLV7PL0003799
Carrier: Evanston
Effective Date: 08/01/2019
Expiration Date: 08/01/2020
Per Occurrence Limit: $2,750,000
Aggregate Limit: $5,500,000

Policy: PLP1000134P10
Carrier: RenaissanceRe Holdings Ltd
Effective Date: 08/01/2019
Expiration Date: 08/01/2020
Per Occurrence Limit: $2,000,000
Aggregate Limit: $4,000,000

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MANAPHE-01 CVELAZQUEZ

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/7/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 Encino, CA - GNW - HUB International Insurance Services Inc. 16030 Ventura Blvd., Suite 500 Encino, CA 91436	CONTACT NAME: Katrine Minasyan PHONE (A/C, No, Ext): (818) 257-7485 FAX (A/C, No): E-MAIL ADDRESS: Katrine.Minasyan@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED Manatt, Phelps & Phillips, LLP 11355 W. Olympic Blvd. Los Angeles, CA 90064-1614	INSURER A : Hartford Insurance Group — 914 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) EACH OCCURRENCE AGGREGATE	$ $ $ $ $ $ $ $ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below			72WEPK7973	1/1/2020	1/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance for Informational Purposes Only

CERTIFICATE HOLDER

Nassau County
Attn: Susan L. Gordon
Deputy County Attorney
One West Street
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Certified Copy rec'd 4/8/19

E-17-19

NIFS ID:CLAT19000006 Department: County Attorney

Capital:

SERVICE: Lobbying Services

Contract ID #:CQAT18000002 NIFS Entry Date: 01-FEB-19 Term: from 01-MAR-18 to 28-FEB-20

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

Vendor Info:	
Name: **James W. Lytle of Manatt, Phelps & Phillips LLP**	Vendor ID#: [redacted]
Address: 136 State Street Albany, NY 12207	Contact Person: James W. Lytle
	Phone: 310-312-4210

Department:
Contact Name: Mary Nori
Address: 1 West Street Mineola, NY 11501
Phone: 5165716083

Routing Slip

Department	NIFS Entry: X	01-FEB-19 -- JDELLE
Department	NIFS Approval: X	01-FEB-19 -- JDELLE
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	04-FEB-19 -- APERSICH
OMB	NIFS Approval: X	04-FEB-19 -- JDEVITO1
County Atty.	Insurance Verification: X	04-FEB-19 -- AAMATO
County Atty.	Approval to Form: X	01-FEB-19 -- MNORIAT
CPO	Approval: X	04-FEB-19 -- KOHAGENCE

DCEC	Approval: X	04-FEB-19 -- RCLEARY
Dep. CE	Approval: X	04-FEB-19 -- HWILLIAMS
Leg. Affairs	Approval/Review: X	04-FEB-19 -- JSCHANTZ
Legislature	Approval: X	13-FEB-19 -- LVOCATURA
Comptroller	Deputy: X	12-MAR-19 -- JSCHOEN
NIFA	NIFA Approval:	

Contract Summary

Purpose: Amendment to an existing contract to provide lobbying services with the Executive and Legislative branches of the NYS Government.
Method of Procurement: Contract amendment. Please see procurement history below
Procurement History: Streamlined RFP. The County solicited proposals from three lobbying firms, and two responses were received. This vendor was the lowest responsible bidder.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: $49,500
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE500
Transaction:	
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 49,500.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	$ 49,500.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE500	$ 49,500.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 49,500.00

E-17-19

RULES RESOLUTION NO. 22 – 2019

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 EXECUTIVE'S OFFICE AND THE OFFICE OF THE NASSAU COUNTY ATTORNEY, AND JAMES W. LYTLE OF MANATT, PHELPS & PHILLIPS, LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 2-11-19
VOTE:
Ayes 7 Nays 0 Abstained 0 Not Voted 0
7 Legislators present

WHEREAS, the County has negotiated an amendment to a personal services agreement with James W. Lytle of Manatt, Phelps & Phillips, LLP to provide lobbying services on behalf of the County, 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 amendment to said agreement with James W. Lytle of Manatt, Phelps & Phillips, LLP.

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that 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 **Office of the Nassau County Attorney**, having its principal office at 1West Street, Mineola, New York 11501 and the **Nassau County Executive's Office**, having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (collectively, the "Department"), and (ii) **James W. Lytle of Manatt, Phelps & Phillips, LLP**, as an individual, having an office located at 136 State Street, Suite 300, Albany, New York 12207 (hereinafter "Lobbyist" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT18000002 between the County and the State Lobbyist, executed on behalf of the County on March 19, 2018 (the "Original Agreement"), Lobbyist provides to the County professional lobbying services in Albany, New York, 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 March 1, 2018 until February 28, 2019, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may renew the Original Agreement under the same terms and conditions for one (1) additional one (1) year period (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Lobbyist for Services under the Original Agreement, as full compensation for the Services, was Forty-Nine Thousand Five Hundred Dollars ($49,500.00) (the "Maximum Amount"), payable in equal monthly installments of Four Thousand One Hundred Twenty-Five Dollars ($4,125.00), with the Maximum Amount being inclusive of all expenses, including travel, and other costs incidental to the Services to be provided by the Lobbyist under the Original Agreement, except as otherwise provided in section 3 (a)(2) of the Original Contract; and

WHEREAS, the County desires to exercise the one (1) year option to renew by extending the Original Term and increasing the maximum amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal of Term. The Original 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 February 28, 2020.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Forty-Nine Thousand Five Hundred Dollars ($49,500.00) (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 Ninety-Nine Thousand Dollars ($99,000.00) (the "Amended Maximum Amount").

3. Services. The Lobbyist, under the direction of the County Executive, shall provide professional lobbying services in Albany, New York as hereinafter set forth ("Services").

a. The Lobbyist's responsibilities shall be limited in scope to legislative matters contained in Nassau County's Multi-year Financial Plan and with respect to those matters, the Lobbyist shall:

i. Provide the County Attorney, County Executive, Presiding Officer, and Minority Leader with written monthly progress reports on County legislation and other legislation that may affect the interests of the County.
ii. Establish meetings with key Legislators and their staff to advance legislation of County interest and concern.
iii. Maintain close liaison with the County Attorney and the County Executive to clarify existing legislation and explain proposed bills and the impact they may have on the County and its residents, and take any necessary action, as determined by the County Executive.
iv. Notify the Presiding Officer and Minority Leader of legislation to be advanced at the request of or on behalf of the County prior to taking any action with respect to such legislation.
v. Advance legislation of County interest and concern, independent of meetings at which County officials are in attendance.
vi. Timely respond to inquiries from Presiding Officer and Minority Leader and their respective Counsel as to any actions taken or proposed to be taken by the Lobbyist, to clarify existing legislation, and to explain proposed bills and the impact that they may have on the County and its residents.

4. Compliance with Law. Section 6 of the Original Agreement is hereby amended to add the following subsections:

6. (d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 22018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor

employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

JAMES W. LYTLE

By: James W. Lytle
Name: James W. Lytle
Title: LOBBYIST
Date: January 28, 2019

NASSAU COUNTY

By: Helena Williams
Name: Helena Williams
Title: County Executive

☑ Deputy County Executive

Date: 3/28/19

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~) Albany

On the 28th day of January in the year 2019 before me personally came James W. Utter to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Albany; that he or she is the Partner of Hiscock Barclay, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Lisa M Thomas
Notary Public, State of New York
Qualified in Schenectady County, No 01TH5062251
My Commission Expires June 24, 20 22

Lisa M. Thomas

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU).

On the 28 day of March in the year 2019 before me personally came Helen Wan to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Laura J Vigliotti

LAURA J VIGLIOTTI
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01VI6190782
COMM. EXP. 08/04/2019 20
COMMISSIONED IN NASS COUNTY

E-36-18
Ex.

NIFS ID:CQAT18000002 Department: County Attorney

Capital:

SERVICE: Lobbyist Services

Contract ID #:CQAT18000002 NIFS Entry Date: 05-MAR-18 Term: from 01-MAR-18 to 28-FEB-19

New	
Time Extension:	
Addl. Funds:	
Blanket Resolution:	
RES#	

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: **James W. Lytle of manatt, Phelps and Phillips LLP**	Vendor ID#: [redacted]
Address: 136 State Street Albany, NY 12207	Contact Person: James W. Lytle
	Phone: 310-312-4210

Department:
Contact Name: Mary Nori
Address: 240 Old Country Road Mineola NY 11501
Phone:

Routing Slip

Department	NIFS Entry: X	05-MAR-18 -- MREYNOLDSAT
Department	NIFS Approval: X	05-MAR-18 -- MREYNOLDSAT
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	05-MAR-18 -- APERSICH
OMB	NIFS Approval: X	05-MAR-18 -- APERSICH
County Atty.	Insurance Verification: X	05-MAR-18 -- DGRIPPO
County Atty.	Approval to Form: X	05-MAR-18 -- DGRIPPO
Dep. CE	Approval: X	05-MAR-18 -- HWILLIAMS

Leg. Affairs	Approval/Review: X	05-MAR-18 -- MREYNOLDS
Legislature	Approval: X	14-MAR-18 -- MREYNOLDS
Comptroller	NIFS Approval: X	16-MAR-18 -- MCOHEN
NIFA	NIFA Approval:	

Contract Summary

Purpose: To provide lobbyist services with the Executive and Legislative branches of the NYS Government.
Method of Procurement: Streamlined RFP. Solicited three, two replied. This was the lowest responsible bidder.
Procurement History: this is a new contract
Description of General Provisions: To provide lobbyist services to advance causes with the NYS legislature
Impact on Funding / Price Analysis: $49,700
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	ATGEN1100
Control:	
Resp:	de500
Object:	
Transaction:	
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 49,700.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	$ 49,700.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	atgen1100/de500	$ 49,700.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 49,700.00

RULES RESOLUTION NO. 41 – 2018 E-36-18

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY EXECUTIVE'S OFFICE AND THE OFFICE OF THE NASSAU COUNTY ATTORNEY, AND JAMES W. LYTLE OF MANATT, PHELPS & PHILLIPS, LLP

Passed by the Rules Committee
Nassau County Legislature
by Voice Vote on 3-12-18
Vote 6 ... 0 ... 0 ... 0
Legislature present
6

WHEREAS, the County has negotiated a personal services agreement with James W. Lytle of Manatt, Phelps & Phillips, LLP to provide lobbying services on behalf of the County, 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 James W. Lytle of Manatt, Phelps & Phillips, LLP.

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of March 1, 2018 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at 1 West Street, Mineola, New York 11501 and the **Nassau County Executive's Office**, having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (collectively, the "Department"), and (ii) **James W. Lytle of Manatt, Phelps & Phillips, LLP, as an individual,** having an office located at 136 State Street, Albany, New York 12207 (hereinafter "Lobbyist" or "Contractor").

WITNESSETH:

WHEREAS, the County desires to obtain the services of a State Lobbyist to advance its causes with the State Legislature and to prevent costly State mandates from being enacted without input from Nassau County as to its position in such matters; and

WHEREAS, the Lobbyist, due to his background and expertise, is eminently qualified to render the desired services; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on March 1, 2018, and shall terminate on February 28, 2019, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for an additional one (1) year period.

2. Services. The Lobbyist, under the direction of the County, shall provide professional lobbying services in Albany, New York as hereinafter set forth ("Services").

a. The Lobbyist's responsibilities shall be limited in scope to legislative matters contained in Nassau County's Multi-year Financial Plan and with respect to those matters, the Lobbyist shall:

i. Provide the County Attorney and County Executive with written monthly progress reports on County legislation and other legislation that may affect the interests of the County.

ii. Establish meetings with key Legislators and their staff to advance legislation of County interest and concern.

iii. Maintain close liaison with the County Attorney and the County Executive to clarify existing legislation and explain proposed bills and the impact they may have on the County and its residents, and take any necessary action, as determined by the County.

iv. Advance legislation of County interest and concern, independent of meetings at which County officials are in attendance.

3. Payment. (a)(1) Amount of Consideration. The maximum amount to be paid to the Lobbyist as full consideration for the Lobbyist's Services under this Agreement shall not exceed Forty-Nine Thousand Five Hundred Dollars ($49,500.00) ("Maximum Amount"), payable in equal monthly installments of Four Thousand One Hundred Twenty-Five Dollars ($4,125.00). The Maximum Amount is inclusive of all expenses, including travel, and other costs incidental to the Services to be provided by the Lobbyist under this Agreement, except as otherwise provided in (a)(2) below.

(a)(2) Travel costs for any appearances before the Nassau County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, that are up to and including the sum of Fifteen Hundred dollars ($1500) will be paid by Lobbyist. If any additional appearances are required that go above and beyond that sum, Lobbyist must first submit a budget for County review and approval, and if approved, a partial reimbursement will be negotiated. Additionally, Lobbyist will be reimbursed his Two Hundred Dollar ($200) registration fee paid to JCOPE.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Lobbyist in arrears and shall be contingent upon the submission of a certified claim voucher ("Voucher") supported by a detailed narrative of the Services performed during the billing period. Such Voucher shall be 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, including, but not limited to, the date, location, hours, Department contact, and the subject matter of such Services rendered, (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. Payment shall also be contingent upon 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 Lobbyist 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) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Lobbyist 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 Lobbyist received notice that the County did not desire to receive such services.

4. Independent Contractor. The Lobbyist is an independent contractor of the County. The Lobbyist shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Lobbyist (a "Lobbyist 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 Lobbyist 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 Lobbyist 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 Lobbyist 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 Lobbyist agrees as follows:

(i) Lobbyist 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. The Lobbyist 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 Lobbyist to inform the County of any material changes in the content of its certification of compliance attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Lobbyist acknowledges that Lobbyist 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 Lobbyist of such request prior to disclosure of the Information so that the Lobbyist may take such action as it deems appropriate.

7. Service Standards. Regardless of whether required by Law: (a) The Lobbyist shall, and shall cause Lobbyist 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 Lobbyist shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession and the degree of skill, care, and diligence normally shown by a Lobbyist performing services of a purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. The Lobbyist shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Lobbyist Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) The Lobbyist shall have no substantive communications with the press concerning the matter(s) covered by this Agreement without prior consultation with and approval by the County Attorney.

(d) The Lobbyist acknowledges and agrees that all information that the Lobbyist acquires in connection with his performance under this Agreement shall be strictly confidential, held in the strictest confidence, used solely for the purpose of performing Services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the prior written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Confidentiality.

(a) Protection of Confidential Information. The parties further acknowledge that in the course of this Agreement that the Lobbyist may have access to and/or be in possession of proprietary or confidential information of the County. *All* information received, accessed or acquired by the Lobbyist in the course of providing services under this Agreement shall be deemed confidential and/or proprietary. The Lobbyist agrees to use any such information solely for the purposes of this Agreement, and will not disclose such information to any third party without the County's consent. The Lobbyist shall maintain such information in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Provided that, the Lobbyist shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the Lobbyist of such information of the disclosing party shall not constitute a breach hereof.

The foregoing shall not prohibit or limit any party's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. The Lobbyist shall not use such information for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. The Lobbyist may disclose such information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving the Lobbyist and County relating to the Lobbyist's Services for County or this Agreement. The obligation of this paragraph shall survive the termination or expiration of this Agreement.

(b) Protection of Information Obtained in the Course of Performance. Information obtained by the Lobbyist in the course of performance under this Agreement is the property of the Department and may be disclosed only with the express permission of the Department or as required by law.

(c) Limitation on the Flow of Information. The Lobbyist shall endeavor to give access to the Information only to such persons who are either bound by a professional duty of confidentiality or who require knowledge of the Information as employees, representatives, agents, authorized persons, advisors, officers, or directors of the respective party for orderly conduct of business of the party concerned. The Lobbyist shall also require the recipients of the Information to undertake to keep such information confidential as required by this Agreement.

(d) Non-disclosure. The Lobbyist and its personnel and/or agents may not discuss with

any other third party and/or entity the Services that are to be provided pursuant to this Agreement without the consent of the Department, except as required by law and then only with prior notice as soon as possible to the Department.

(e) Termination of Agreement. The provisions of this Section shall survive the termination and/or expiration of this Agreement.

9. No Conflict Representation. During the term of this Agreement, the Lobbyist shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as a Lobbyist or as an employee, contractor or representative of any party in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification: Defense: Cooperation. (a) The Lobbyist 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 Lobbyist or a Lobbyist 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 Lobbyist shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Lobbyist shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Lobbyist'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 Lobbyist is responsible under this Section, and, further to the Lobbyist's indemnification obligations, the Lobbyist shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Lobbyist shall, and shall cause Lobbyist 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 Lobbyist and/or a Lobbyist Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. The Lobbyist shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than three million dollars ($3,000,000.00) per claim and three million dollars ($3,000,000.00) in the aggregate; (ii) compensation insurance for the benefit of the Lobbyist's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iii) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Lobbyist 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 Lobbyist shall be solely responsible for the payment of all deductibles to which such policies are subject. The

Lobbyist 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 Lobbyist 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 Lobbyist shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Lobbyist 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 Lobbyist to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Lobbyist 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.

12. 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.

13. Termination. (a) Generally. This Agreement may be terminated (i) by the County immediately upon the receipt by the Lobbyist of written notice of termination, (ii) by the Lobbyist upon sixty (60) days' written notice to the County; (iii) upon mutual written Agreement of the County and the Lobbyist, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

(b) Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Lobbyist 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 Lobbyist's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. The Lobbyist 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 Lobbyist 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.

15. 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:

(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.

20. 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.

21. Administrative Service Charge. The Lobbyist agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Lobbyist upon signing this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Lobbyist and the County have executed this Agreement as of the Effective Date.

JAMES W. LYTLE

Name: James W. Lytle

Title: Partner

Date: March 5, 2018

NASSAU COUNTY

By: Laura Curran

Name: Laura Curran

Title: County Executive, Nassau

Date: March 19, 2018

PLEASE EXECUTE IN **BLUE** INK

STATE OF NEW YORK)
Albany)ss.:
COUNTY OF ~~NASSAU~~)

On the 5th day of March in the year 2018 before me personally came James W. Lynch to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Albany; that he or she is the Managing Partner Albany of Marsh Phelps & Phillips LLP, 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

BRUCE M. GRORY, NOTARY PUBLIC
State of New York No. 02-4715865
Qualified in Albany County
Certificate Filed in Albany County
Commission Expires ~~March 20, 1994~~ December 31, 2018

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 19 day of March in the year 2018 before me personally came Laura Curran to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Nassau 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

TANYA L CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County
Commission Expires April 15, 20___

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

James W. Lytle (Name)

Manatt, Phelps & Phillips, LLP, 136 State St., Albany, NY 12207 (Address)

518-431-6700 (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.

March 5, 2018
Dated

James W. Lytle
Signature of Chief Executive Officer

James W. Lytle
Name of Chief Executive Officer

Sworn to before me this
5th day of March, 2018.

Notary Public

BRUCE N. GYORY, NOTARY PUBLIC
State of New York No. 02-4713895
Certified in Albany County
Certificate Filed in Albany County
Commission Expires March 30, 1984
December 31, 2018

E-41-20

NIFS ID:CLAT20000003 Department: County Attorney

Capital:

SERVICE: Extension of agreement

Contract ID #:CQAT18000001 NIFS Entry Date: 28-JAN-20 Term: from 01-MAR-18 to 28-FEB-21

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) Material Adverse Information Identified? (if yes, attach memo):	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Robert J. Bishop**	Vendor ID#: [redacted]
Address: 111 Washington Avenue Albany, NY 12210	Contact Person: [redacted]
	Phone: [redacted]

Department:
Contact Name: Mary Nori
Address: 1 West St. Mineola, NY 11501
Phone: 516-571-6083

2020 FEB 28 P 3:50
NASSAU COUNTY ATTORNEY'S OFFICE

Routing Slip

Department	**NIFS Entry: X**	**11-FEB-20 -- MREYNOLDSAT**
Department	**NIFS Approval: X**	**11-FEB-20 -- SBERMAN**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**18-FEB-20 -- IQURESHI**
OMB	**NIFS Approval: X**	**11-FEB-20 -- JNOGID**
County Atty.	**Insurance Verification: X**	**11-FEB-20 -- AAMATO**
County Atty.	**Approval to Form: X**	**14-FEB-20 -- JDELLE**
CPO	**Approval: X**	**28-FEB-20 -- RCLEARY**
DCEC	**Approval: X**	**28-FEB-20 -- JCHIARA**

Dep. CE	**Approval: X**	**28-FEB-20 -- HWILLIAMS**
Leg. Affairs	**Approval/Review: X**	**28-FEB-20 -- GCASTILLO**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: Extending existing contract by one year. Lobbying on behalf of the County before New York State Executive and Legislative branches of government related to matters contained in Nassau County's multi-year financial plan. Please see statement of experience and professional qualifications attached to Business History form.
Method of Procurement: Based upon prior proposals that were solicited under a prior contract with the County, it was determined that the type of services Bishop could provide to the municipality, the special skill set in lobbying on behalf of a municipality, the same rates as the prior year, and the ability of Bishop to continue to provide lobbing services to the County while other lobbying firms were determined to be conflicted out of lobbying on behalf of the County, it was determined to continue the lobbying contract with Bishop.
Procurement History: Mr. Bishop has been providing lobbying services to Nassau County for the past several years under previous contracts.
Description of General Provisions: As described above
Impact on Funding / Price Analysis: Additional $60,000 - total of $180,000
Change in Contract from Prior Procurement: +$60,000
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES	
Fund:	ATGEN1100
Control:	
Resp:	**1100**
Object:	**DE500**
Transaction:	
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 60,000.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 60,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
3	ATGEN1100/DE500	$ 60,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 60,000.00

RULES RESOLUTION NO. -2020

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 ATTORNEY AND ROBERT J. BISHOP

WHEREAS, the County has negotiated an amendment to a personal services agreement with Robert J. Bishop to provide lobbying services on behalf of the County, 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 amendment to said agreement with Robert J. Bishop.

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Robert J. Bishop

2. Dollar amount requiring NIFA approval: $60000

Amount to be encumbered: $60000

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: 03/01/2018-02/28/2021

Has work or services on this contract commenced? Y ____

If yes, please explain: ongoing service

4. Funding Source:

X General Fund (GEN) Grant Fund (GRT)
Capital Improvement Fund (CAP) Federal % 0
Other 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:

Extending existing contract by one year. Lobbying on behalf of the County before New York State Executive and Legislative branches of government related to matters contained in Nassau County's multi-year financial plan. Please see statement of experience and professional qualifications attached to Business History form.

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 Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberation s.

IQURESHI 18-FEB-20

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 Cou nty Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts for all relevant accounts and relevant Nassau County Legislature communication docu ments and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being su bmitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Jack Schnirman
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: Robert J. Bishop

CONTRACTOR ADDRESS: 111 Washington Avenue, Albany, New York 11210

FEDERAL TAX ID #: 095444291

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on March 27, 2018. This is an amendment to extend the term of the contract (copies of the relevant pages are attached). Based off the proposals that were solicited under a prior contract with the County (prior contract began in 2007 where four firms were solicited and three firms submitted a proposal), it was determined that the type of services Bishop could provide to the municipality, the special skill set in lobbying on behalf of a municipality, the same rates as the prior year, and the ability of Bishop to continue to provide lobbying services to the County while other lobbying firms were determined to be conflicted out of lobbying on behalf of the County, it was determined to continue the lobbying contract with Bishop.

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. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. X Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

1/30/2020

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. 01/18

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: 01/24/2020

1) Proposer's Legal Name: Robert J. Bishop

2) Address of Place of Business: 111 Washington Avenue, Suite 401

City: Albany State/Province/Territory: NY Zip/Postal Code: 12210

Country:

3) Mailing Address (if different):

City: State/Province/Territory: Zip/Postal Code:

Country:

Phone: (917) 856-9956

Does the business own or rent its facilities? Other If other, please provide details:
I share space with Pitta Bishop & Del Giorno LLC

4) Dun and Bradstreet number: no number exists

5) Federal I.D. Number: 095-44-4291

6) The proposer is a: Sole Proprietorship (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [X] NO [ ] If yes, please provide details:
I share space with Pitta Bishop & Del Giorno LLC

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, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [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, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [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.

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.

I personally review all matters for potential conflicts

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.

1 File(s) Uploaded:

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [X] NO [ ] 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. If none, explain.

No individuals with a financial interest in the company have been attached..

iii) Name, address and position of all officers and directors of the company. If none, explain.

No officers and directors from this company have been attached.

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.

45

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

See attachment for question A

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Mark Lieberman, Esq. (qualified to evaluate)		
Contact Person	Mark Lieberman		
Address	500 N. Broadway, Ste 124		
City	Jericho	State/Province/Territory	NY
Country			
Telephone	(516) 426-9500		
Fax #			
E-Mail Address	mark@mlieberman.com		

Company	Mount Sinai St. Luke's (Current company, not represented by affiant)		
Contact Person	Arthur A. Gianelli, President (qualified to evaluate based on past experience)		
Address	1111 Amsterdam Avenue		
City	New York	State/Province/Territory	NY
Country			
Telephone	(212) 523-9434		
Fax #			
E-Mail Address	arthur.gianelli@gmail.com		

Company	AHRC-NYC		
Contact Person	Alden Kaplan		
Address	83 Maiden Lane		
City	New York	State/Province/Territory	NY
Country			
Telephone	(212) 780-2350		
Fax #			
E-Mail Address	alden.kaplan@ahrcnyc.org		

I, Robert J. Bishop , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Robert J. Bishop , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Robert J. Bishop

Electronically signed and certified at the date and time indicated by:
Robert J. Bishop [RBISHOP@PITTABISHOP.COM]

Individual
Title

01/24/2020 09:04:33 AM
Date

Robert J. Bishop

Rbishop@pittabishop.com • 111 Washington Ave., Ste. 401, Albany, NY 12210• 917-856-9952

Statement of Experience and Professional Qualifications

Mr. Bishop has specialized in legislative representation in Albany since assuming that role for former NYC Mayor Edward I. Koch. He is a member of the Bar of the State of New York and is admitted to practice before the U.S. Supreme Court as well as the U.S. District Courts for the Southern and Eastern Districts of New York. Mr. Bishop is a member the American Bar Association, the New York State Bar Association and the Association of the Bar of the City of New York. He has personally served as a legislative representative for the County of Nassau since the late 1980's. Since 2004, in order to enhance accountability, the County chose to contract personally with Mr. Bishop rather than with his firm. Mr. Bishop has been instrumental in advocating for dozens of Chapters of the Laws of New York on behalf of the County.

As a member of Pitta Bishop & Del Giorno LLC Mr. Bishop manages the firm's Albany office and represents the firm's clients in connection with all legislative, administrative agency and government relations matters before the New York State Department of Labor, New York State Legislature, Attorney General's Office, New York State Comptroller, Governor's Office and all other executive agencies, as well as all other executive and legislative branches of New York City government.

In addition to serving as a founding member at Pitta Bishop & Del Giorno LLC, Mr. Bishop is also a partner of its affiliated law firm Pitta LLP. He began his legal profession as an attorney for the Legal Aid Society of Suffolk County and later served as Assistant Legislative Representative of the Mayor of the City of New York. Prior to founding Pitta Bishop & Del Giorno LLC, Mr. Bishop was of counsel to Pryor Cashman Sherman & Flynn LLP and Herrick Feinstein LLP. He previously served as partner at the law firms Gibney, Anthony & Flaherty LLP and Shea & Gould.

Education

Fordham University School of Law, JD
Fordham College BA (English)

References are available on request

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES		NO	X	If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
Robert J. Bishop [RBISHOP@PITTABISHOP.COM]

Dated: 01/21/2020 09:38:51 AM

Vendor: Robert J Bishop

Title: Sole Proprietor

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Robert J. Bishop
Date of birth: 07/25/1953
Home address: 52-46 Concord Avenue
City: Little Neck State/Province/Territory: NY Zip/Postal Code: 11362
Country: US

Business Address: 111 Washington Avenue, Suite 401
City: Albany State/Province/Territory: NY Zip/Postal Code: 12210
Country US
Telephone: 9178569956

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
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)			

Type	Description	Start Date
Other	There are no positions, business is an individual	07/25/1953

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 notfor-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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Robert J. Bishop , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Robert J. Bishop , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Robert J. Bishop
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Robert J. Bishop [RBISHOP@PITTABISHOP.COM]

Individual Proprietor
Title

01/21/2020 09:50:34 AM
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Robert J. Bishop

Address: 111 Washington Avenue Suite 401

City: Albany State: NY Zip Code: 12210

2. Entity's Vendor Identification Number: 095-44-4291

3. Type of Business: Other (specify) Individual

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):

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

None. Business is an individual

No shareholders, members, or partners have been attached to this form.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

none

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

The individual is retained as a lobbyist on behalf of Nassau County and is appropriately registered with the NYS Joint Committee on Public Ethics.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Robert J. Bishop [RBISHOP@PITTABISHOP.COM]

Dated: 01/24/2020 09:13:58 AM

Title: Individual

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

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that 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 **Office of the Nassau County Attorney**, having its principal office at 1 West Street, Mineola, New York 11501 and the **Nassau County Executive's Office**, having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (collectively, the "Department"), and (ii) **Robert J. Bishop**, having an office located at 111 Washington Avenue, Albany, New York 12210 (hereinafter "Lobbyist" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT18000001 between the County and the State Lobbyist, executed on behalf of the County on March 27, 2018, as amended by amendment one (1), County contract amendment number CLAT19000001, executed on behalf of the County on March 28, 2019 (the "Original Agreement"), Lobbyist provides to the County professional lobbying services in Albany, New York, 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 March 1, 2018 until February 28, 2020, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Lobbyist for Services under the Original Agreement, as full compensation for the Services, was One Hundred Twenty Thousand Dollars ($120,000.00) (the "Maximum Amount"), payable in equal monthly installments of Five Thousand Dollars ($5,000.00), with the Maximum Amount being inclusive of all expenses, including travel, and other costs incidental to the Services to be provided by the Lobbyist under the Original Agreement; and

WHEREAS, the County desires to extend the Original Term for one (1) additional year, increase the Maximum Amount and amend the Compliance with Law section.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term. The Original Term shall be extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be February 28, 2021.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Sixty Thousand Dollars ($60,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be One Hundred Eighty Thousand Dollars ($180,000,00) (the "Amended Maximum Amount").

3. Compliance with Law. Section 6 of the Original Agreement is hereby amended to add the following subsections:

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

ROBERT J. BISHOP

By: Robert J. Bishop

Name: Robert J. Bishop

Title: LOBBYIST

Date: 1/17/20

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 17th day of January in the year 2020 before me personally came Robert J Bishop 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 _____ of _____, the corporation described herein and which executed the above instrument~~; and that he or she signed his or her name thereto ~~by authority of the board of directors of said corporation~~.

NOTARY PUBLIC

DEBORAH J. BOBB
NOTARY PUBLIC-STATE OF NEW YORK
No. 02BO4955367
Qualified in Queens County
My Commission Expires 08-28-2021

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 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

Certified Copy rec'd 4/8/19

E-9-19

NIFS ID:CLAT19000001 Department: County Attorney

Capital:

SERVICE: Extenstion of agreement

Contract ID #:CQAT18000001 NIFS Entry Date: 22-JAN-19 Term: from 01-MAR-18 to 28-FEB-20

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

Vendor Info:	
Name: **Robert J. Bishop**	Vendor ID#: 095444291
Address: 111 Washington Avenue Albany, NY 12210	Contact Person: Robert J. Bishop
	Phone: 917-856-9956

Department:
Contact Name: Mary Nori, Esq.
Address: 1 West St. Mineola, NY 11501
Phone: 5165713034

Routing Slip

Department	NIFS Entry: X	22-JAN-19 -- JDELLE
Department	NIFS Approval: X	22-JAN-19 -- JDELLE
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	22-JAN-19 -- CNOLAN
OMB	NIFS Approval: X	22-JAN-19 -- JNOGID
County Atty.	Insurance Verification: X	22-JAN-19 -- DGREGWARE
County Atty.	Approval to Form: X	22-JAN-19 -- DGREGWARE
CPO	Approval: X	22-JAN-19 -- KOHAGENCE
DCEC	Approval: X	22-JAN-19 -- JCHIARA

Dep. CE	Approval: X	22-JAN-19 -- HWILLIAMS
Leg. Affairs	Approval/Review: X	22-JAN-19 -- JSCHANTZ
Legislature	Approval: X	29-JAN-19 -- LVOCATURA
Comptroller	Deputy: X	21-FEB-19 -- JSCHOEN
NIFA	NIFA Approval: X	08-MAR-19 -- KSTELLA

Contract Summary

Purpose: Extending existing contract by one year. Lobbying on behalf of the County before New York State Executive and Legislative branches of government related to matters contained in Nassau County's multi-year financial plan. Please see statement of experience and professional qualifications attached to Business History form.
Method of Procurement: Based upon prior proposals that were solicited under a prior contract with the County, it was determined that the type of services Bishop could provide to the municipality, the special skill set in lobbying on behalf of a municipality, the same rates as the prior year, and the ability of Bishop to continue to provide lobbing services to the County while other lobbying firms were determined to be conflicted out of lobbying on behalf of the County, it was determined to continue the lobbying contract with Bishop.
Procurement History: Mr. Bishop has been providing lobbying services to Nassau County for the past several years under previous contracts.
Description of General Provisions: As described above
Impact on Funding / Price Analysis: Additional $60,000 - total of $120,000
Change in Contract from Prior Procurement: +$60,000
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE500
Transaction:	109
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

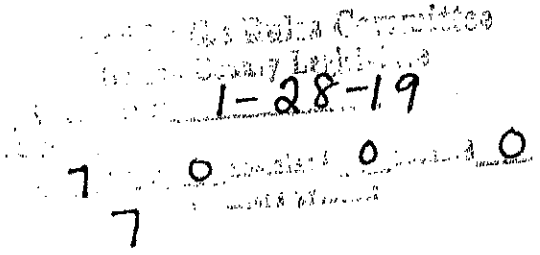
FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 60,000.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	$ 60,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
2	ATGEN1100/DE500	$ 60,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 60,000.00

E-9-19

RULES RESOLUTION NO. 8 – 2019

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 EXECUTIVE'S OFFICE AND THE OFFICE OF THE NASSAU COUNTY ATTORNEY, AND ROBERT J. BISHOP



WHEREAS, the County has negotiated an amendment to a personal services agreement with Robert J. Bishop to provide lobbying services on behalf of the County, 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 amendment to said agreement with Robert J. Bishop.

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that 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 **Office of the Nassau County Attorney**, having its principal office at 1West Street, Mineola, New York 11501 and the **Nassau County Executive's Office**, having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (collectively, the "Department"), and (ii) **Robert J. Bishop**, having an office located at 111 Washington Avenue, Albany, New York 12210 (hereinafter "Lobbyist" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT18000001 between the County and the State Lobbyist, executed on behalf of the County on March 27, 2018 (the "Original Agreement"), Lobbyist provides to the County professional lobbying services in Albany, New York, 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 March 1, 2018 until February 29, 2019, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may renew the Original Agreement under the same terms and conditions for one (1) additional one (1) year period (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Lobbyist for Services under the Original Agreement, as full compensation for the Services, was Sixty Thousand Dollars ($60,000.00) (the "Maximum Amount"), payable in equal monthly installments of Five Thousand Dollars ($5,000.00), with the Maximum Amount being inclusive of all expenses, including travel, and other costs incidental to the Services to be provided by the Lobbyist under the Original Agreement; and

WHEREAS, the County desires to exercise the one (1) year option to renew by extending the Original Term.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal of Term. The Original 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 February 28, 2020.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Sixty Thousand Dollars ($60,000.00) (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 Twenty Thousand Dollars ($120,000.00) (the "Amended Maximum Amount").

3. Partial Encumbrance. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. The Contractor further acknowledges that there will be no encumbrance under this Amendment. Thereafter, the Department will notify the Contractor of the availability of monies, which notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

4. Services. The Lobbyist, under the direction of the County Executive, shall provide professional lobbying services in Albany, New York as hereinafter set forth ("Services").

a. The Lobbyist's responsibilities shall be limited in scope to legislative matters contained in Nassau County's Multi-year Financial Plan and with respect to those matters, the Lobbyist shall:

i. Provide the County Attorney, County Executive, Presiding Officer, and Minority Leader with written monthly progress reports on County legislation and other legislation that may affect the interests of the County.
ii. Establish meetings with key Legislators and their staff to advance legislation of County interest and concern.
iii. Maintain close liaison with the County Attorney and the County Executive to clarify existing legislation and explain proposed bills and the impact they may have on the County and its residents, and take any necessary action, as determined by the County Executive.
iv. Notify the Presiding Officer and Minority Leader of legislation to be advanced at the request of or on behalf of the County prior to taking any action with respect to such legislation.
v. Advance legislation of County interest and concern, independent of meetings at which County officials are in attendance.
vi. Timely respond to inquiries from Presiding Officer and Minority Leader and their respective Counsel as to any actions taken or proposed to be taken by the Lobbyist, to clarify existing legislation, and to explain proposed bills and the impact that they may have on the County and its residents

5. Compliance with Law. Section 6 of the Original Agreement is hereby amended to add the following subsections:

6. (d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an

immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 22018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

6. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

ROBERT J. BISHOP

By: _____
Name: Robert J Bishop
Title: LOBBYIST
Date: 1/22/19

NASSAU COUNTY

By: _____
Name: Helena Williams
Title: County Executive

☑ Deputy County Executive

Date: 3/28/19

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 17 day of January in the year 2019 before me personally came Robert J. Bishop 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~~ ~~of~~, the ~~corporation described herein and which executed the above instrument;~~ and that he or she signed his or her name thereto ~~by authority of the board of directors of said corporation~~.

NOTARY PUBLIC

MATTHEW H. MATARAZZO
Notary Public, State of New York
No. 02MA7757855
Qualified in Albany County
Commission Expires March 30, 2021

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 25 day of March in the year 2019 before me personally came Helena W. Ramos to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

LAURA J VIGLIOTTI
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01VI6190782
COMM. EXP. 08/04/2022
COMMISSIONED IN NASS COUNTY

E-35-18

NIFS ID:CQAT18000001 Department: County Attorney

Capital:

SERVICE: Lobbyist Services

Contract ID #:CQAT18000001 NIFS Entry Date: 05-MAR-18 Term: from 01-MAR-18 to 28-FEB-19

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Robert J. Bishop**	Vendor ID#: **095444291**
Address: 111 Washington Avenue Albany, NY 12210	Contact Person: Robert J. Bishop
	Phone: 917-856-9956

Department:
Contact Name: Mary Nori
Address: 240 Old Country Road Mineola, NY 11501
Phone: 516-571-6083

Routing Slip

Department	NIFS Entry: X	05-MAR-18 -- MREYNOLDSAT
Department	NIFS Approval: X	05-MAR-18 -- MREYNOLDSAT
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	05-MAR-18 -- APERSICH
OMB	NIFS Approval: X	05-MAR-18 -- APERSICH
County Atty.	Insurance Verification: X	05-MAR-18 -- DGRIPPO
County Atty.	Approval to Form: X	05-MAR-18 -- DGRIPPO
Dep. CE	Approval: X	05-MAR-18 -- HWILLIAMS
Leg. Affairs	Approval/Review: X	05-MAR-18 -- MREYNOLDS

Legislature	Approval: X	14-MAR-18 -- MREYNOLDS
Comptroller	NIFS Approval: X	16-MAR-18 -- MCOHEN
NIFA	NIFA Approval: X	26-MAR-18 -- LGIARDINA

Contract Summary

Purpose: Lobbying on behalf of the County before New York State Executive and Legislative branches of government related to matters contained in Nassau County's multi-year financial plan. Please see statement of experience and professional qualifications attached to Business History form.
Method of Procurement: Based upon prior proposals that were solicited under a prior contract with the County, it was determined that the type of services Bishop could provide to the municipality, the special skill set in lobbying on behalf of a municipality, the same rates as the prior year, and the ability of Bishop to continue to provide lobbing services to the County while other lobbying firms were determined to be conflicted out of lobbying on behalf of the County, it was determined to continue the lobbying contract with Bishop.
Procurement History: Mr. Bishop has been providing lobbying services to Nassau County for the past several years under previous contracts.
Description of General Provisions: As described above
Impact on Funding / Price Analysis: $60,000
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	ATGEN
Control:	1100
Resp:	
Object:	DE500
Transaction:	
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 60,000.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	$ 60,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE500	$ 60,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 60,000.00

2018 MAR 30 P 12:10

E-35-18

RULES RESOLUTION NO. 40 - 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY EXECUTIVE'S OFFICE AND THE OFFICE OF THE NASSAU COUNTY ATTORNEY, AND ROBERT J. BISHOP

3-12-18

WHEREAS, the County has negotiated a personal services agreement with Robert J. Bishop to provide lobbying services on behalf of the County, 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 Robert J. Bishop.

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of March 1, 2018 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at 1 West Street, Mineola, New York 11501 and the **Nassau County Executive's Office**, having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (collectively, the "Department"), and (ii) **Robert J. Bishop**, having an office located at 111 Washington Avenue, Albany, New York 12210 (hereinafter "Lobbyist" or "Contractor").

WITNESSETH:

WHEREAS, the County desires to obtain the services of a State Lobbyist to advance its causes with the State Legislature and to prevent cos tly State mandates from being enacted without input from Nassau County as to its position in such matters; and

WHEREAS, the Lobbyist, due to his background and expertise, is eminently qualified to render the desired services; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on March 1, 2018, and shall terminate on February 28, 2019, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for an additional one (1) year period.

2. Services. The Lobbyist, under the direction of the County, shall provide professional lobbying services in Albany, New York as hereinafter set forth ("Services").

a. The Lobbyist's responsibilities shall be limited in scope to legislative matters contained in Nassau County's Multi-year Financial Plan and with respect to those matters, the Lobbyist shall:

i. Provide the County Attorney and County Executive with written monthly progress reports on County legislation and other legislation that may affect the interests of the County.

ii. Establish meetings with key Legislators and their staff to advance legislation of County interest and concern.

iii. Maintain close liaison with the County Attorney and the County Executive to clarify existing legislation and explain proposed bills and the impact they may have on the County and its residents, and take any necessary action, as determined by the County.

iv. Advance legislation of County interest and concern, independent of meetings at which County officials are in attendance.

3. Payment. (a)(1) Amount of Consideration. The maximum amount to be paid to the Lobbyist as full consideration for the Lobbyist's Services under this Agreement shall not exceed Sixty Thousand Dollars ($60,000.00) ("Maximum Amount"), payable in equal monthly installments of Five Thousand Dollars ($5,000.00). The Maximum Amount is inclusive of all expenses, including travel, and other costs incidental to the Services to be provided by the Lobbyist under this Agreement.

(a)(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and the Lobbyist agrees that no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Lobbyist in arrears and shall be contingent upon the submission of a certified claim voucher ("Voucher") supported by a detailed narrative of the Services performed during the billing period. Such Voucher shall be 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, including, but not limited to, the date, location, hours, Department contact, and the subject matter of such Services rendered, (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. Payment shall also be contingent upon 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 Lobbyist 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) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Lobbyist 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 Lobbyist received notice that the County did not desire to receive such services.

4. Independent Contractor. The Lobbyist is an independent contractor of the County. The Lobbyist shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Lobbyist (a "Lobbyist 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 Lobbyist 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 Lobbyist 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

Lobbyist 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 Lobbyist agrees as follows:

(i) Lobbyist 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. The Lobbyist 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 Lobbyist to inform the County of any material changes in the content of its certification of compliance attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Lobbyist acknowledges that Lobbyist 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 Lobbyist of such request prior to disclosure of the Information so that the Lobbyist may take such action as it deems appropriate.

7. Service Standards. Regardless of whether required by Law: (a) The Lobbyist shall, and shall cause Lobbyist 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 Lobbyist shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession and the degree of skill, care, and diligence normally shown by a Lobbyist performing services of a purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. The Lobbyist shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Lobbyist Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) The Lobbyist shall have no substantive communications with the press concerning the matter(s) covered by this Agreement without prior consultation with and approval by the County Attorney.

(d) The Lobbyist acknowledges and agrees that all information that the Lobbyist acquires in connection with his performance under this Agreement shall be strictly confidential, held in the strictest confidence, used solely for the purpose of performing Services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the prior written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Confidentiality.

(a) Protection of Confidential Information. The parties further acknowledge that in the course of this Agreement that the Lobbyist may have access to and/or be in possession of proprietary or confidential Information of the County. *All* Information received, accessed or acquired by the Lobbyist in the course of providing services under this Agreement shall be deemed confidential and/or proprietary. The Lobbyist agrees to use any such Information solely for the purposes of this Agreement, and will not disclose such Information to any third party without the County's consent. The Lobbyist shall maintain such Information in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Provided that, the Lobbyist shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the Lobbyist of such Information of the disclosing party shall not constitute a breach hereof.

The foregoing shall not prohibit or limit any party's use of Information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by ito f this Agreement. The Lobbyist shall not use such Information for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. The Lobbyist may disclose such Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving th e Lobbyist and County relating to the Lobbyist's Services for County or this Agreement. The obligation of this paragraph shall survive the termination or expiration of this Agreement.

(b) Protection of Information Obtained in the Course of Performance. Information obtained by the Lobbyist in the course of performance under this Agreement is the property of the Department and may be disclosed only with the express permission of the Department or as required by law.

(c) Limitation on the Flow of Information. The Lobbyist shall endeavor to give access to the Information only to such persons who are either bound by a professional duty of confidentiality or who require knowledge of the information as employees, representatives, agents, authorized persons, advisors, officers, or directors of the respective party for orderly conduct of business of the party concerned. The Lobbyist shall also require the recipients of the Information to undertake to keep such Information confidential as required by this Agreement.

(d) Non-disclosure. The Lobbyist and its personnel and/or agents may not discuss with any other third party and/or entity the Services that are to be provided pursuant to this Agreement without the consent of the Department, except as required by law and then only with prior notice as soon as possible to the Department.

(e) Termination of Agreement. The provisions of this Section shall survive the termination and/or expiration of this Agreement.

9. No Conflict Representation. During the term of this Agreement, the Lobbyist shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as a Lobbyist or as an employee, contractor or representative of any party in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification: Defense: Cooperation. (a) The Lobbyist 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 Lobbyist or a Lobbyist 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 Lobbyist shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Lobbyist shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Lobbyist'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 Lobbyist is responsible under this Section, and, further to the Lobbyist's indemnification obligations, the Lobbyist shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Lobbyist shall, and shall cause Lobbyist A gents to , cooperate w ith 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 Lobbyist and/or a Lobbyist Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. The Lobbyist shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than three million dollar s ($3,000,000.00) per claim and three million dollars ($3,ooo,ooo.oo) in the aggregate; (ii) compensation insurance for the benefit of the Lobbyist's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iii) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Lobbyist 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 Lobbyist shall be solely responsible for the payment of all deductibles to which such policies are subject. The Lobbyist 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 Lobbyist 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 Lobbyist shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Lobbyist 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 Lobbyist to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Lobbyist 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.

12. 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.

13. Termination. (a) Generally. This Agreement may be terminated (i) by the County immediately upon the receipt by the Lobbyist of written notice of termination, (ii) by the Lobbyist upon sixty (60) days' written notice to the County; (iii) upon mutual written Agreement of the County and the Lobbyist, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

(b) Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Lobbyist 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 Lobbyist's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. The Lobbyist 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 Lobbyist 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.

15. 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 Lobbyist 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 Lobbyist 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 Lobbyist shall allege that the above-described actions and inactions preceded the Lobbyist'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.

16. Work Performance Liability. The Lobbyist is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Lobbyist is using a Lobbyist Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Lobbyist Agent has been approved by the County.

17. 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.

18. 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 Lobbyist 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 Lobbyist, to the attention of the person who executed this Agreement on behalf of the Lobbyist at the address specified above for the Lobbyist, or in each case to such other persons or addresses as shall be designated by written notice.

19. 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.

20. 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.

21. Administrative Service Charge. The Lobbyist 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 Lobbyist upon signing this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Lobbyist and the County have executed this Agreement as of the Effective Date.

ROBERT J. BISHOP

Name: Robert J. Bishop

Title: Robert J. Bishop

Date: 3/1/2018

NASSAU COUNTY

By: Helena Williams

Name: Helena Williams

Title: Chief Deputy County Executive

Date: 3/27/18

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 1st day of March in the year 2018 before me personally came Robert J. Bishop 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 person of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Deborah J. Bobb

DEBORAH J. BOBB
NOTARY PUBLIC-STATE OF NEW YORK
No. 02BO4955367
Qualified in Queens County
My Commission Expires 08-28-2021

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 27 day of March in the year 2018 before me personally came Helena Williams to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Chief Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Tanya L. Carter

TANYA L CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County
Commission Expires April 15, 20___

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   Robert J. Bishop (Name)

   111 Washington Avenue, Albany NY 12210 (Address)

   917-866-9956 (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.

3/1/2018
Dated

Signature of Chief Executive Officer

Robert J. Bishop
Name of Chief Executive Officer

Sworn to before me this

1st day of March, 20 18

Notary Public

DEBORAH J. BOBB
NOTARY PUBLIC-STATE OF NEW YORK
No. 02BO4955367
Qualified In Queens County
My Commission Expires 08-28-2021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Risk Strategies Company
1086 Teaneck Rd, Ste 5B
Teaneck, NJ 07666

CONTACT NAME:
PHONE (A/C, No, Ext): 201-837-1100 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B :	
INSURER C : New York Marine And General Insurance Co	16608
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pitta LLP
120 Broadway, 28th Floor
New York NY 10271

COVERAGES **CERTIFICATE NUMBER:** 53801385 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Professional Liability			PL201900000863	3/9/2019	3/9/2020	Per Claim $ 5,000,000 Aggregate $ 5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Nassau County
240 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
MB Christian
Mike Christian

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
Pitta LLP 120 Broadway, 28th Floor New York, NY 10271	212-652-3890 1c. NYS Unemployment Insurance Employer Registration Number of Insured
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1d. Federal Employer Identification Number of Insured or Social Security Number 263852082
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County 240 Old Country Road Mineola, NY 11501	3a. Name of Insurance Carrier Travelers Indemnity Company 3b. Policy Number of Entity Listed in Box "1a" UB-9J73954A 3c. Policy effective period 01/15/2020 to 01/15/2021 3d. The Proprietor, Partners or Executive Officers are ☐ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? X YES NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Margaret R. Marino
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Margaret R. Marino 1/27/20
(Signature) (Date)

Title: Senior Account Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 201-837-1100

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

E-42-20

NIFS ID:CLME20000001 Department: Medical Examiner

Capital:

SERVICE: Forensic Neuropathology

Contract ID #:CQME14000001 NIFS Entry Date: 14-JAN-20 Term: from 16-JUN-18 to 16-JUN-19

Amendment
Time Extension: X
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Peter M. Farmer**	Vendor ID#: [redacted]
Address: 2531 5th Street East Meadow NY 11554	Contact Person: [redacted] [redacted]
	Phone: [redacted]

Department:
Contact Name: Keith Cromwell
Address: 2251 Hempstead TPK East Meadow NY 11554 Building R
Phone: 516-572-5152

RECEIVED NASSAU COUNTY OFFICE OF THE LEGISLATURE 2020 MAR -2 A 11:27

Routing Slip

Department	**NIFS Entry: X**	**24-FEB-20 -- KCROMWELL**
Department	**NIFS Approval: X**	**24-FEB-20 -- KCROMWELL**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**27-FEB-20 -- APERSICH**
OMB	**NIFS Approval: X**	**24-FEB-20 -- SJACOB**
County Atty.	**Insurance Verification: X**	**24-FEB-20 -- AAMATO**
County Atty.	**Approval to Form: X**	**24-FEB-20 -- DMCDERMOTT**
CPO	**Approval: X**	**28-FEB-20 -- RCLEARY**

DCEC	**Approval: X**	**28-FEB-20 -- JCHIARA**
Dep. CE	**Approval: X**	**28-FEB-20 -- TFOX**
Leg. Affairs	**Approval/Review:**	
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: to provide forensic Neuropathology service to the Medical Examiners Office. Including examining brains and spinal cords following autopsy to evaluate any disease or injury present as it relates to cause and manner of death. Contractor consults with Medical Examiner, participate in conference and testifies in criminal and civil matters for the County. The mission of the Medical Examiner is to investigate the sudden, unexpected, suspicious, or unusual death of any person who dies in Nassau County. The forensic Neuropathologist role and contribution are an important factor in determining cause and manner of death.
Method of Procurement: Renewal amendment #4 pursuant to option to renew in the original agreement.
Procurement History: To the medical examiners knowledge he is the only board certified forensic neuropathologist in Nassau county who is willing to perform this function.
Description of General Provisions: The original contract amount was $35,000 at $90 per hour. Dr., Farmer performs approximately 200 examinations per year. This amendment renews for an additional year.
Impact on Funding / Price Analysis: Cost for this term is $35,000.00 $90 per hour anticipating 388 hours over the course of the year. New maximum amount is $175,000.00.
Change in Contract from Prior Procurement: Maximum amount increased from $140,000.00 to $175,000.00.
Recommendation: (approve as submitted) Approved as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	**10**
Resp:	**1200**
Object:	**DE**
Transaction:	**524**
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 35,000.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 35,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
5	MEGEN1200/DE524	$ 35,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 35,000.00

ADMINISTRATIVE PROCESSING OF LEGISLATION

NAME OF ITEM: Resolution - Dr. Peter Farmer CLME16000003

ATTORNEY RESPONSIBLE FOR ITEM: Dennis McDermott

***CHECKLIST** (attorney - please write N/A where an action is not necessary; please initial where an action has been completed; first step should generally be completed by attorney):*

ITEM WAS ENTERED IN EXCEL OR PROLAW _____

SIGN OFF BY BUDGET _____

DCE (Rob Walker or Tim Sullivan) SIGNATURE ON RECOMMENDATION _____

SIGN OFF BY GREG MAY _____

CLERK ITEM NUMBER WAS ADDED TO STAFF SUMMARY _____

CLERK ITEM NUMBER WAS ENTERED IN EXCEL/PROLAW _____

ITEM WAS ADDED TO THE LATEST PROPOSED CALENDAR IN WORD (open (G:) drive) _____

FOUR COPIES WERE MADE _____

ONE COPY WAS FILED IN CLERK'S OFFICE _____

THE RESOLUTION WITH ORIGINAL SIGNATURE OF ATTORNEY APPROVING AS TO FORM, PLUS ANY RECOMMENDATION WITH ORIGINAL SIGNATURE OF DCE, WAS FILED ALONG WITH THEONE COPY _____

DATE OF FILING WAS NOTED IN EXCEL OR PROLAW _____

RECEIPT WAS FILED IN BUREAU FILE _____

COPIES WERE FILED IN MAIN BUREAU FILE AND IN EXTRA COPY FILE _____

COPY WAS DELIVERED TO GREG MAY _____

SPECIAL INSTRUCTIONS/COMMENTS:

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. **Vendor:** Peter M. Farmer

2. **Dollar amount requiring NIFA approval:** $35000

   Amount to be encumbered: $35000

   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: 35000**
   Has work or services on this contract commenced? Y ____

   If yes, please explain: Contract was delayed work continued as this was an amendment.

4. **Funding Source:**

X General Fund (GEN)	Grant Fund (GRT)	
Capital Improvement Fund (CAP)		Federal % 0
Other		State % 0
		County % 35000

Is the cash available for the full amount of the contract?	Y
If not, will it require a future borrowing?	N
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. **Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:**

to provide forensic Neuropathology service to the Medical Examiners Office. Including examining brains and spinal cords following autopsy to evaluate any disease or injury present as it relates to cause and manner of death. Contractor consults with Medical Examiner, participate in conference and testifies in criminal and civil matters for the County. The mission of the Medical Examiner is to investigate the sudden, unexpected, suspicious, or unusual death of any person who dies in Nassau County. The forensic Neuropathologist role and contribution are an important factor in determining cause and manner of death.

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 Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberation s.

APERSICH 27-FEB-20

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 Cou nty Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts for all relevant accounts and relevant Nassau County Legislature communication docu ments and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being su bmitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Jack Schnirman
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: DR. PETER M. FARMER

CONTRACTOR ADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____

_____ (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 JUNE 10, 2014 [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 A DETERMINATION WAS MADE THAT IT WAS A SOLE SOURCE. (SOLE SOURCE LETTER ATTACHED). [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

2/13/20

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.***

OFFICE OF THE MEDICAL EXAMINER
COUNTY OF NASSAU

Tamara Bloom, M.D.
Chief Medical Examiner

2251 Hempstead Turnpike
Building R
East Meadow, N.Y. 11554
(516) 572-6400

INTER-DEPARTMENTAL MEMO

To: Robert Cleary, Chief Procurement Officer

From: Keith Cromwell, Deputy Medical Examiner for Administration

Date: February 13, 2020

Subject: Sole Source: Dr. Peter M. Farmer, Neuropathologist

Our candidate, Dr. Peter M. Farmer, is the only board- certified Forensic Neuropathologist available for consultation in Nassau County. He is willing and able to effectively and efficiently serve the only Medical Examiner's Office in Nassau County. He is the sole source for this position. Please be advised that hospital-based neuropathologists have no exposure to forensics and no expertise required for this kind of work. Dr. Farmer has been performing this work for the Nassau County Medical Examiner's Office for over decades.

We are seeking to enter into a five-year contract with Dr. Famer to provide forensic neuropathology services to the Medical Examiner's Office. Dr. Farmer's work consists of the following: gross examinations of brains and/or spinal cords, cutting specimens for submission of tissue for further examination, microscopic examination of brain tissues to determine cause of, or causes contributing to death, analyzing the structural or functional changes in the brain tissue which caused death; and generating neuropathological reports enumerating medical findings of deceased persons in the care of the Department.

With respect to the fee being charged to the County for services provided, Dr. Farmer continues to charge the County the same hourly rate that he has been charging since 1982, which is ninety ($90.00) dollars per hour.

Further, please be advised that there are over one hundred (100) cases each year that require forensic neuropathology expertise. Dr. Farmer is not only a Nassau County resident, he lives within walking distance of the Medical Examiner's Office and continues to be available on an "on call" basis to this Department.

Dr. Farmer's work is necessary for the completion of autopsy reports, which bereaved families are reliant upon for many reasons, including legal and financial ones. At this point in time, there are autopsy reports that are awaiting completion and bereaved family members are calling the office seeking final autopsy reports that have been delayed due to the lapse between the expiration of the old contract and the creation of the new contract. Time is of the essence to establish this contract, so that this work can be conducted and the outstanding autopsy reports completed.

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: 01/09/2020

1) Proposer's Legal Name: Peter M. Farmer

2) Address of Place of Business: [redacted]

[redacted]

Country: US

Address: 6 Ohio Dr
City: New Hyde Park State/Province/Territory: NY Zip/Postal Code: 11042
Country: US
Start Date: End Date:

[redacted]

3) Mailing Address (if different):

City: State/Province/Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: n/a

5) Federal I.D. Number: [redacted]

6) The proposer is a: Sole Proprietorship (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, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [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, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [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.

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.

Do not foresee any conflict of interest, but if any potential conflict of interest should arise, I would notify the appropriate agency and have the County decide if a conflict exists.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

1 File(s) Uploaded: Farmer Resume.pdf

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [X] NO [ ] 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. If none, explain.

No individuals with a financial interest in the company have been attached..

iii) Name, address and position of all officers and directors of the company. If none, explain.

No officers and directors from this company have been attached.

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.

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C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Dr. Farmer has worked reliably and diligently as a neuropathologist for almost four decades with the Office of the Nassau County Medical Examiner. He is board certified in pathology and neuropathology.

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	Margery Mark, M.D.		
Contact Person	Margery Mark, M.D.		
Address	900 Princeton Kingston Road		
City	Princeton	State/Province/Territory	NJ
Country	US		
Telephone	(609) 933-3829		
Fax #			
E-Mail Address	mark@rutgers.edu		

Company	Heda Jindrak, M.D.		
Contact Person	Heda Jindrak, M.D.		
Address	Saint Paul Street		
City	Westbury	State/Province/Territory	NY
Country	US		
Telephone	(516) 333-2524		
Fax #			
E-Mail Address	hjn.drak@outlook.com		

Company	Qiang Chen MD		
Contact Person	Qiang Chen MD		
Address	2200 Northern Blvd		
City	Greenvale	State/Province/Territory	NY
Country	US		
Telephone	(516) 304-7221		
Fax #			
E-Mail Address	qchen@northwell.edu		

I, Peter M. Farmer , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Peter M. Farmer , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Peter M. Farmer

Electronically signed and certified at the date and time indicated by:
Peter M. Farmer [PFARMER@NORTHWELL.EDU]

Forensic Neuropathologist
Title

02/22/2020 05:12:53 PM
Date

Peter M. Farmer, MD

Specialty:
Anatomic/Clinical Pathology, Neuropathology

Phone:
[redacted]

Board certifications:

- Anatomic/Clinical Pathology - American Board of Pathology/Anatomic & Clinical
- Neuropathology - American Board of Pathology/Neuropathology

Academic titles

- Associate Professor, Hofstra Northwell School of Medicine

Medical school

- Jefferson College of Health Professions

Residencies

- Thomas Jefferson University Hospital & Med College
- Jacobi Medical Center/Albert Einstein Col of Med
- Thomas Jefferson University Hospital & Med College

Internships

- Philadelphia General Hospital

Fellowships

- Neuropathology-Albert Einstein College of Medicine - Yeshiva Univ

Affiliations:

- Glen Cove Hospital
- Huntington Hospital
- Lenox Hill Hospital
- Long Island Jewish Forest Hills
- Long Island Jewish Medical Center
- Long Island Jewish Valley Stream
- North Shore University Hospital
- Plainview Hospital
- Southside Hospital
- Syosset Hospital
- Northwell Health Physician Partners
- Northwell Health Neuroscience Institute

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
Peter M. Farmer [PFARMER@NORTHWELL.EDU]

Dated: 01/09/2020 02:42:16 PM

Vendor: Peter M. Farmer

Title: Forensic Neuropathologist

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: Peter M. Farmer
Date of birth: [redacted]
[redacted]
Country: US

Business Address: 2200 Northern Boulevard
City: Greenvale State/Province/Territory: NY Zip/Postal Code: 11548
Country US
Telephone: 516-304-7239

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
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)			

Type	Description	Start Date
Other	Sole Proprietor	01/01/2010

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
self employed

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Peter M. Farmer , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Peter M. Farmer , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Peter M. Farmer

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Peter M. Farmer [PFARMER@NORTHWELL.EDU]

Forensic Neuropathologist

Title

02/13/2020 04:36:06 PM

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Peter M. Farmer

Address: [redacted]

[redacted]

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Other (specify) Sole Proprietor

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):

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.
Sole Proprietor: Peter M. Farmer

No shareholders, members, or partners have been attached to this form.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, ent "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any clier to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):
None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities
None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Peter M. Farmer [PFARMER@NORTHWELL.EDU]

Dated: 02/13/2020 04:39:35 PM

Title: Forensic Neuropathologist

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. 4

AMENDMENT, dated as of **January 14, 2020** (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Medical Examiner (the "Department"), and (ii) **Dr. Peter Farmer**, having his principal office at [redacted] (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number **CQME14000001** between the County and the Contractor, executed on behalf of the County on **June 10, 2014,** as amended (the "Original Agreement"), the Contractor performs certain services for the County in connection with **forensic neuropathology** 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 **June 16, 2014, through June 16, 2018 with one (1) remaining one-year option to renew, for a possible total term of five (5) years (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 **One Hundred Forty Thousand Dollars ($140,000)** (the "Maximum Amount")

WHEREAS; the County and the Contractor desire to renew the Original Term, increase the Maximum Amount, and amend the Compliance with Law Section of the Original Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Renewal. The Original Term 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 **June 16, 2019.**

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by **Thirty-five Thousand Dollars ($35,000.00)** so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be **One Hundred Seventy-five Thousand Dollars ($175,000.00),** (the "Amended Maximum Amount").

3. Compliance with Law. Section 6 of the Original Agreement is hereby amended to add the following subsections:

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be

limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

DR. PETER FARMER

By: _____
Name: PETER M FARMER, MD
Title: FORENSIC NEUROPATHOLOGIST
Date: FEBRUARY 19, 2020

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 9th day of February in the year 20__ before me personally came Peter M. Farmer MD 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 Contractor of MEDICAL Examiner, 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.

Deborah Finan

NOTARY PUBLIC

DEBORAH FINAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FI4758011
Qualified in Nassau County
My Commission Expires June 30, 2022

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

beazley

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

DECLARATIONS – NEW YORK FREE TRADE ZONE

MPL SECURE®

MISCELLANEOUS PROFESSIONAL, INFORMATION SECURITY & PRIVACY, PERSONAL INJURY AND WEBSITE MEDIA CONTENT LIABILITY INSURANCE POLICY

NOTICE: COVERAGE UNDER INSURING AGREEMENTS A., B., D., E., F. AND G. OF THIS POLICY IS PROVIDED ON A CLAIMS MADE AND REPORTED BASIS AND APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED IN WRITING TO THE UNDERWRITERS DURING THE POLICY PERIOD OR AS OTHERWISE PROVIDED IN CLAUSE X. OF THIS POLICY. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS.

INSURING AGREEMENT C. OF THIS POLICY PROVIDES FIRST PARTY COVERAGE ON AN INCIDENT DISCOVERED AND REPORTED BASIS AND APPLIES ONLY TO INCIDENTS FIRST DISCOVERED BY THE INSURED DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE UNDERWRITERS DURING THE POLICY PERIOD OR AS OTHERWISE PROVIDED IN CLAUSE X. OF THIS POLICY.

These Declarations and the Policy with endorsements shall constitute the contract between the **Insureds** and the Underwriters.

Underwriters: Beazley Insurance Company, Inc.

Policy Number: V15KNJ201401

Item 1. **Named Insured:** Peter Farmer MD

Address: 6 Ohio Drive
Suite 202
New Hyde Park, NY 11042

Item 2. **Policy Period**
From: 01-Feb-2020
To: 01-Feb-2021

Both dates at 12:01 a.m. Local Time at the Address stated in Item 1 above.

Item 3. **Limit of Liability**

A. Each **Claim** Limit of Liability, including **Claims Expenses:** $1,000,000

B. **Policy Aggregate Limit of Liability**
(Aggregate for all coverages combined, including **Claims Expenses)** but sublimited to: $1,000,000

C. Aggregate sublimit of liability applicable to Insuring Agreement C. (Privacy Notification Costs): $1,000,000

D. Aggregate sublimit of liability applicable to Insuring Agreement D. (Regulatory Defense and Penalties) including **Claims Expenses**: $1,000,000

E. Aggregate sublimit of liability applicable to Insuring Agreement E. (PCI Fines, Expenses and Costs): $1,000,000

The above sublimits of liability are part of, and not in addition to, the overall **Policy Aggregate Limit of Liability.**

Item 4. **Retention**

A. Each **Claim Retention** (including each **Claim** in the form of a **Regulatory Proceeding**), includes **Claims Expenses**: $2,500

B. Insuring Agreement C. (Privacy Notification Costs)

Each incident, event or related incidents or events giving rise to an obligation to pay **Privacy Notification Costs**: $0

Item 5. **Premium** $2,000

Item 6. **Retroactive and Continuity Dates**

A. Retroactive Date: 24-Apr-2002

B. Continuity Date: 01-Feb-2007

Item 7. **Optional Extension Period**

A. Premium for **Optional Extension Period:** 95%% of the total **Premium** as for the Policy for 1 year **Optional Extension Period**

190%% of the total **Premium** as for the Policy for 3 year **Optional Extension Period**

B. Length of **Optional Extension Period:** 1 year or 3 years

Item 8. **Notification under this Policy**

A. Beazley Group
Attn: Cyber & Tech Claims Group
45 Rockefeller Plaza, 16th Floor
New York, NY 10111
cyber&techclaims@beazley.com

B. All other notices under this Policy shall be given to
Beazley USA Services, Inc.
30 Batterson Park Road
Farmington, CT 06032
Tel: (860) 677-3700
Fax: (860) 679-0247

Item 9. **Professional Services**

Forensic Science/Neuropathology and Expert Witness

Item 10. **Endorsements Effective at inception**

1.	E02804ANY 112011 ed.	Sanction Limitation and Exclusion Clause - New York
2.	BICMU05090406	Nuclear Exclusion
3.	BICMU05070406	War and Civil War Exclusion
4.	A01572NYFTZ 062016 ed.	New York Free Trade Zone Addendum to Declarations Page and Application
5.	A01569NYFTZ 062016 ed.	New York Free Trade Zone Amendatory
6.	E00358 062016 ed.	Aggregate/Maintenance Retention Endorsement
7.	E11415 042018 ed.	Consequential Reputational Loss
8.	E08349 062016 ed.	Electronic Crime Endorsement
9.	E10744 102017 ed.	Fraudulent Instruction Coverage
10.	E00512 062016 ed.	Specified Services Exclusions
11.	E08350 062016 ed.	Telecommunications Fraud Endorsement
12.	E00897 062016 ed.	Additional Named Insured Endorsement
13.	E03596 062016 ed.	Expanded Forensic Science and Expert Witness Services Endorsement

The Underwriters have caused this Policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Underwriters.

Authorized Representative

03-Feb-2020
Date

Secretary

President

E-119-14

Contract Details

MEDICAL EXAMINER'S OFFICE
SERVICE: FORENSIC NEUROPATHOLOGY

NIFS ID COME14000001 NIFS Entry Date: 4/2/14 Term: from 6/1/2014 6/1/2015

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☒
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name **PETER M. FARMER**	Vendor ID# [redacted]
Address [redacted]	Contact Person **PETER M. FARMER**
	Phone [redacted]

County Department
Department Contact **Dr. Tamara Bloom** **Chief Medical Examiner**
Address **2251 Hempstead Tpke** **East Meadow, NY 11554**
Phone 572 - 5150

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* ☑ *Contractor Registered* ☐	4/2/14	Tamara Bloom	
	OMB	*NIFS Approval (Contractor Registered)* ☒	4/3/14		Yes ☐ No ☐ Not required if blanket resolution
4/14/14	County Attorney	*CA RE & Insurance Verification* ☑	4/14/14		
	County Attorney	*CA Approval as to form* ☒	4/17/14		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐	5/5/14		
	Comptroller	*NIFS Approval* ☑	5/22/14	CCL 5/20/14	
	County Executive	*Notarization* *Filed with Clerk of the Leg.* ☐ ☐	9/22/14		

Contract Summary

Description: To provide forensic Neuropathology services to the Medical Examiner's Office.

Purpose: To provide forensic Neuropathology services to the Medical Examiner's office. Including examining brains and spinal cords following autopsy to evaluate any disease or injury present as it relates to cause and manner of death. Contractor consults with Medical Examiner, participates in conference, and testifies in criminal and civil matter for the County. The mission of the Medical Examiner is to investigate the sudden, unexpected, suspicious or unusual death of any person who dies in Nassau County. The forensic Neuropathologist's role and contribution are an important factor in determining cause and manner of death.

Method of Procurement: ~~Renewal amendment #2 pursuant to option to renew in the original agreement.~~ (MW)
sole source.

Procurement History: To the Medical Examiner's knowledge, he is the only board certified Forensic Neuropathologist in Nassau County who is willing to perform this function.

Description of General Provisions: The original contract amount was $35,000 at $90 per hour. Dr. Farmer performs approximately 200 examinations per year. This amendment renews for an additional year.

Impact on Funding / Price Analysis:

Change in Contract from Prior Procurement:

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1200
Object:	DE
Transaction:	524

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$35,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 35,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	MEGEN1200 / DE524	$35,000
2		$
3		$
4		$
5		$
		$
	TOTAL	$ 35,000

APPROVED: 4/16/14
INSURANCE SECTION

Document Prepared By: KIM TEMPESTA Date: 4/2/14

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 4/22/14
Date 5/22/14	Date 5/22/14	(For Office Use Only) E #:

E-119-14

RULES RESOLUTION NO. 134 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE MEDICAL EXAMINER, AND PETER M. FARMER, M.D.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 5-5-14
VOTING:
ayes 7 **nayes** 0 **abstained** 0 **recused** 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Peter M. Farmer, M.D. for forensic neuropathology services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Peter M. Farmer, M.D.

OFFICE OF THE MEDICAL EXAMINER
COUNTY OF NASSAU

Tamara Bloom, M.D.
Chief Medical Examiner

2251 Hempstead Turnpike
Building R
East Meadow, N.Y. 11554
(516) 572-6400

April 17, 2014

To: Mary Nori, Deputy CA

From: Kim Tempesta, Deputy ME for Administration

RE: Procurement initiative for forensic neuro pathologist

Our candidate, Dr. Peter Farmer, is the only board certified forensic neuro pathologist residing in Nassau County who is willing and able to effectively and efficiently serve the only Medical Examiner's Office, (MEO), in Nassau County. Essentially, he is sole source. Efforts to solicit alternative practitioners within our catchment area have proved futile. Moreover, soliciting alternative vendors beyond the MEO's geographic catchment area would be unsuitable and consequently undesirable relative to their inability to satisfy the MEO's operational criteria.

Cc: T. Bloom, M.D.

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the **County of Nassau**, 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 Nassau County Medical Examiner, having its principal office at 2251 Hempstead Turnpike, East Meadow, NY 11554 (the "Department") and (ii) **[Peter M. Farmer, M.D.**, a sole proprietor, having his principal office at [redacted] (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 promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on June 16th, 2014 (the "Commencement Date") and shall terminate one (1) year from the Commencement Date (the "Expiration Date"), unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for four (4) additional one (1) year periods for a total term of five (5) years.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of providing forensic neuropathology services to the Department. The Contractor shall perform: gross examinations of brains and/or spinal cords, cut specimens for submission of tissue for further examination, microscopic examination of brain tissues to determine cause of, or causes contributing to death, analyze the structural or functional changes in the brain tissue which caused death, neuropathological reports enumerating medical findings of deceased persons in the care of the Department.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall be **thirty-five thousand dollars ($35,000.00)** payable as follows: Ninety dollars ($90.00) per hour.

(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, Health Insurance Portability and Accountability Act of 1996 (HIPPA) 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 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) Protected 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) in accordance with Law 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 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 claim and two million dollars ($2,000,000.00) 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.

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. 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.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

PETER M. FARMER, M.D

By: _____
Name: Peter M. Farmer
Title: Forensic Neuropathologist
Date: 4-2-14

NASSAU COUNTY

By: _____
Name: Richard B. Walker
Title: Deputy County Executive
Date: 10/10/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 2nd day of April in the year 2014 before me personally came Peter M. Farmer, MD 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 contractor of Medical Examiner, 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.

Deborah Finan
NOTARY PUBLIC

DEBORAH FINAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FI4758011
Qualified in Nassau County
My Commission Expires June 30, 2014

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 10 day of June in the year 2014 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 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 Concetta A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the

Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination

of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of

performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Peter M. Farmer (Name)

[redacted] (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 _____ has NOT has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _____ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

4-2-14
Dated

Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this

2nd day of April, 2014.

Deborah Finan

Notary Public

DEBORAH FINAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FI4758011
Qualified In Nassau County
My Commission Expires June 30, 2014

PETER M.. FARMER, M.D.
2531 5TH STREET
EAST MEADOW, NY 11554

March 25, 2014

To: Nassau County Legislature
Re: Disclosure

Dear Sir or Madam:

In accordance with the Guidelines for Disclosure I submit that I am the only Principal associated with "Peter M. Farmer, M.D.". My home and office address being one and the same as written in the letterhead above.

Thank you for your cooperation in this matter.

Respectfully,

Peter M. Farmer, M.D.
Forensic Neuropathologist

E-137-15

Contract Details

MEDICAL EXAMINER'S OFFICE
SERVICE: FORENSIC NEUROPATHOLOGY

NIFS ID **CLME1500000 4** NIFS Entry Date: **5/19/2015** Term: from **6/1/2015** to **6/1/2016**

New ☐ Renewal ☒	
Amendment	☒
Time Extension	☐
Addl. Funds	☐
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	~~Yes~~ ☐	No ☒
5) Insurance Required	**Yes X**	No ☐

Agency Information

Vendor	
Name **PETER M. FARMER**	**Vendor ID#** [redacted]
Address [redacted]	Contact Person **PETER M. FARMER**
	Phone [redacted]

County Department
Department Contact **Dr. Tamara Bloom** **Chief Medical Examiner**
Address **2251 Hempstead Tpke** **East Meadow, NY 11554**
Phone 572 - 5150

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* *Contractor Registered*	☑ ☐	6/15/15 Tamara Bloom	
6/16/15	OMB	*NIFS Approval (Contractor Registered)*	☑	6/17/15	Yes ☑ No ☐ Not required if blanket resolution
7/2/15	County Attorney	*CA RE & Insurance Verification*	☑	7/2/15	
/ /	County Attorney	*CA Approval as to form*	☑	7/2/15	Yes ☑ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA*	☐	7/7/15 Lorette A. Petrucci	
	County Attorney	*NIFS Approval*	☐	7/24/2015	
	Comptroller	*NIFS Approval*	☑	8/13/15 SB Stabile	
7/7/15	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ ☐	7/7/15	

Contract Summary

Description: To provide forensic Neuropathology services to the Medical Examiner's Office.

Purpose: To provide forensic Neuropathology services to the Medical Examiner's office. Including examining brains and spinal cords following autopsy to evaluate any disease or injury present as it relates to cause and manner of death. Contractor consults with Medical Examiner, participates in conference, and testifies in criminal and civil matter for the County. The mission of the Medical Examiner is to investigate the sudden, unexpected, suspicious or unusual death of any person who dies in Nassau County. The forensic Neuropathologist's role and contribution are an important factor in determining cause and manner of death.

Method of Procurement: Renewal amendment #2 pursuant to option to renew in the original agreement.

Procurement History: To the Medical Examiner's knowledge, he is the only board certified Forensic Neuropathologist in Nassau County who is willing to perform this function.

Description of General Provisions: The original contract amount was $35,000 at $90 per hour. Dr. Farmer performs approximately 200 examinations per year. This amendment renews for an additional year.

Impact on Funding / Price Analysis:

Change in Contract from Prior Procurement:

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1200
Object:	DE
Transaction:	524

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$35,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 35,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	MEGEN1200 / DE524	$35,000
2		$
3		$
4	7/2/15	$
5		$
6		$
	TOTAL	$ 35,000

Document Prepared By: KIM TEMPESTA Date: 6/15/15

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 Michael S. Cohen	Name	Date 7/7/15
Date	Date	(For Office Use Only) E #:

8-137-15

RULES : SOLUTION NO. 185 – 2015

A RESOLUTION AU IORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMEN ENT TO A PERSONAL SERVICES AGREEMENT BETWEEN IE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSA COUNTY MEDICAL EXAMINER AND DR. PETER FARMER

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-27-15
VOTING:
ayes 7 **nayes** 0 **abstained** 0 **recused** 0
Legislators present: 7

WHEREAS, the Cou has negotiated an amendment to a personal services agreement with Dr er Farmer to provide forensic neuropathology services, a said amendment which is on file with the Clerk of the Legislature; no herefore, be it

RESOLVED, that th les Committee of the Nassau County Legislature authorizes the ty Executive to execute the said amendment to the agreement with Dr. Farmer.

AMENDMENT NO. 1

AMENDMENT, dated as of **May 18 2015** (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the acting on the behalf of the Nassau County Medical Examiner, and (ii) **Dr. Peter Farmer** having his principal office at [redacted] (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number **CQME14000001** between the County and the Contractor, executed on behalf of the County on **June 10, 2014,** (the "Original Agreement"), the Contractor performs certain services for the County in connection with **forensic neuropathology** 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 **June 1, 2014, through June 1, 2015 with four (4), one-year options to renew, for a possible total term of five (5) years (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 **Thirty five thousand dollars ($35,000) (the "Maximum Amount")**

WHEREAS; the County and the Contractor desire to extend the Original Term and increase the Maximum Amount.

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 one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be **June 1, 2016.**

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by **Thirty Five Thousand Dollars ($35,000.00)** so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be **Seventy Thousand Dollars ($70,000),** (the "Amended Maximum Amount").

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 Extension Term.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

PETER FARMER, ME
Forensic Neuropathologist

By: [signature]
Name: PETER FARMER, MD
Title: FORENSIC NEUROPATHOLOGIST
Date: JUNE 15, 2015

NASSAU COUNTY

By: [signature]
Name: ~~Richard R. Walker~~ Charles Richards
Title: Deputy County Executive
Date: 7/31/15

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 15th day of June in the year 2015 before me personally came Peter Farmer, JR 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 contractor of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Deborah Finan

DEBORAH FINAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FI4758011
Qualified in Nassau County
My Commission Expires June 30, 2015

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 31 day of July in the year 2015 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Concetta A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6215605
Qualified in Nassau County
Commission Expires April 02, 2017

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

PETER M FARMER (Name)

[redacted] (Address)

[redacted]e 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 NOT 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 NOT 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.

JUNE 15, 2015
Dated

Signature of Chief Executive Officer

PETER MAHER
Name of Chief Executive Officer

Sworn to before me this
15th day of June, 2015~~4~~.

Notary Public

DEBORAH FINAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FI4758011
Qualified in Nassau County
My Commission Expires June 30, 20~~15~~

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the

Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination

of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of

performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

E-88-16

Contract Details

MEDICAL EXAMINER'S OFFICE
SERVICE: FORENSIC NEUROPATHOLOGY

NIFS ID CLME16000003 NIFS Entry Date: 3/ 14 /2016 Term: from 6/16/2016 to 6/16/2017

New ☐ Renewal ☒	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☒
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name PETER M. FARMER	Vendor ID# [redacted]
Address [redacted]	Contact Person PETER M. FARMER
	Phone [redacted]

County Department
Department Contact Dr. Tamara Bloom Chief Medical Examiner
Address 2251 Hempstead Tpke East Meadow, NY 11554
Phone 572 - 5150

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* ☑ *Contractor Registered* ☑	3/15/16	Tamara Bloom	
	OMB	*NIFS Approval (Contractor Registered)* ☐	3/29/16	Joseph M [illegible]	Yes☐ No ☐ Not required if blanket resolution
3/30/16	County Attorney	*CA RE & Insurance Verification* ☑	3/30/16	[illegible]	
3/30/16	County Attorney	*CA Approval as to form* ☐			Yes☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	4/4/16	[illegible]	
4/14/16	County Attorney	*NIFS Approval* ☑	4/14/16	[illegible]	
	Comptroller	*NIFS Approval* ☑	5/9/16	[illegible] SB 4/29/16	
4/4/16	County Executive	*Notarization* *Filed with Clerk of the Leg.* ☐ ☐	4/4/16	[illegible]	

Contract Summary

Description: To provide forensic Neuropathology services to the Medical Examiner's Office.
Purpose: To provide forensic Neuropathology services to the Medical Examiner's office. Including examining brains and spinal cords following autopsy to evaluate any disease or injury present as it relates to cause and manner of death. Contractor consults with Medical Examiner, participates in conference, and testifies in criminal and civil matter for the County. The mission of the Medical Examiner is to investigate the sudden, unexpected, suspicious or unusual death of any person who dies in Nassau County. The forensic Neuropathologist's role and contribution are an important factor in determining cause and manner of death.
Method of Procurement: Renewal amendment #2 pursuant to option to renew in the original agreement.
Procurement History: To the Medical Examiner's knowledge, he is the only board certified Forensic Neuropathologist in Nassau County who is willing to perform this function.
Description of General Provisions: The original contract amount was $35,000 at $90 per hour. Dr. Farmer performs approximately 200 examinations per year. This amendment renews for an additional year.
Impact on Funding / Price Analysis:
Change in Contract from Prior Procurement:
Recommendation: (approve as submitted)

dvisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1200
Object:	DE
Transaction:	524

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$35,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 35,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	MEGEN1200 / DE524	$35,000
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 35,000

Document Prepared By: KIM TEMPESTA **Date:**

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in this appropriation to be charged.	Name
Name	Name	Date 4/4/16
Date 5/10/16	Date 5/9/16	(For Office Use Only) E #:

E-88-16

RULES RESOLUTION NO. 90- 2016

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 MEDICAL EXAMINER AND DR. PETER FARMER

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 9-14-16
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Dr. Peter Farmer to provide forensic neuropathology 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 amended agreement with Dr. Peter Farmer.

AMENDMENT NO. 2

AMENDMENT, dated as of **March 14, 2016** (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the acting on the behalf of the Nassau County Medical Examiner, and (ii) **Dr. Peter Farmer** having his principal office at [redacted] (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number **CQME14000001** between the County and the Contractor, executed on behalf of the County on **June 10, 2014,** (the "Original Agreement"), the Contractor performs certain services for the County in connection with **forensic neuropathology** 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 **June 16, 2014, through June 16, 2015 with four (4), one-year options to renew, for a possible total term of five (5) years (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 **Thirty five thousand dollars ($35,000) (the "Maximum Amount")**

WHEREAS; the County and the Contractor desire to extend the Original Term and increase the Maximum Amount.

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 one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be **June 16, 2017.**

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by **Thirty Five Thousand Dollars ($35,000.00)** so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be **One Hundred Five Thousand dollars ($105,000),** (the "Amended Maximum Amount").

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 Extension Term.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

PETER FARMER, ME
Forensic Neuropathologist

By: Peter M Farmer MD
Name: PETER M FARMER MD
Title: FORENSIC PATHOLOGIST
Date: MARCH 21, 2016

NASSAU COUNTY

By:
Name: ~~Richard R. Walker~~ Charles Rebarcho
Title: Deputy County Executive
Date: 5/15/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 22nd day of March in the year 2016 before me personally came Peter M. Farmer MD 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 Contractor of Medical Examiner, 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.

Deborah Finan

NOTARY PUBLIC

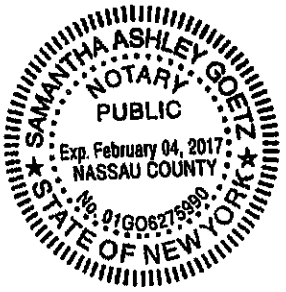
DEBORAH FINAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FI4758011
Qualified in Nassau County
My Commission Expires June 30, 2018

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 19th day of May in the year 2016 before me personally came Charles Ribardo to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Samantha Goetz

NOTARY PUBLIC



E-141-17

Contract Details

MEDICAL EXAMINER'S OFFICE
SERVICE: FORENSIC NEUROPATHOLOGY

NIFS ID CLME17000001 NIFS Entry Date: 5/22/2017 Term: from 6/16/2017 to 6/16/2018

New ☐ Renewal ☒	
Amendment	☐
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☒
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name PETER M. FARMER	**Vendor ID#** [redacted]
Address [redacted]	Contact Person PETER M. FARMER
	Phone [redacted]

County Department
Department Contact Dr. Tamara Bloom Chief Medical Examiner
Address 2251 Hempstead Tpke East Meadow, NY 11554
Phone 572 - 5150

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* *Contractor Registered*	☑ ☑ 5/23/17	Teresa Allen	
5/24/17	OMB	*NIFS Approval (Contractor Registered)*	☑ 5/24/17		Yes ☐ No ☐ Not required if blanket resolution
5/30/17	County Attorney	*CA RE & Insurance Verification*	☑ 5/30/17		
6/1/17	County Attorney	*CA Approval as to form*	☑ 6/1/17		Yes ☑ No ☐
6/1/17	Legislative Affairs	*Fw'd Original Contract to CA*	☐ 6/1/17		
	County Attorney	*NIFS Approval*	☑ 7/6/17		
	Comptroller	*NIFS Approval*	☑ 7/25/17		
6/5/17	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ ☐ 6/5/17		

CCMEI7000001

Contract Summary

Description: To provide forensic Neuropathology services to the Medical Examiner's Office.

Purpose: To provide forensic Neuropathology services to the Medical Examiner's office. Including examining brains and spinal cords following autopsy to evaluate any disease or injury present as it relates to cause and manner of death. Contractor consults with Medical Examiner, participates in conference, and testifies in criminal and civil matter for the County. The mission of the Medical Examiner is to investigate the sudden, unexpected, suspicious or unusual death of any person who dies in Nassau County. The forensic Neuropathologist's role and contribution are an important factor in determining cause and manner of death.

Method of Procurement: Renewal amendment #3 pursuant to option to renew in the original agreement.

Procurement History: To the Medical Examiner's knowledge, he is the only board certified Forensic Neuropathologist in Nassau County who is willing to perform this function.

Description of General Provisions: The original contract amount was $35,000 at $90 per hour. Dr. Farmer performs approximately 200 examinations per year. This amendment renews for an additional year.

Impact on Funding / Price Analysis:

Change in Contract from Prior Procurement:

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1200
Object:	DE
Transaction:	524

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$35,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 35,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	MEGEN1200/DE524	$35,000
2		$
3	[illegible] 5/30/17	$
4		$
5		$
6		$
	TOTAL	$ 35,000

Document Prepared By: KEITH CROMWELL **Date:** 5/20/2017

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 6/5/17
Date 5/31/17	Date 7/25/2017	(For Office Use Only) E #:

E-141-17

RULES RESOLUTION NO. 282 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 MEDICAL EXAMINER, AND PETER M. FARMER, M.D.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-10-17
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Peter M. Farmer, M.D. for forensic neuropathology 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 Peter M. Farmer, M.D.

AMENDMENT NO. 3

AMENDMENT, dated as of **May 22, 2017** (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the acting on the behalf of the Nassau County Medical Examiner, and (ii) **Dr. Peter Farmer** having his principal office at [redacted] (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number **CQME14000001** between the County and the Contractor, executed on behalf of the County on **June 10, 2014,** (the "Original Agreement"), the Contractor performs certain services for the County in connection with **forensic neuropathology** 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 **June 16, 2014, through June 16, 2015 with four (4), one-year options to renew, for a possible total term of five (5) years (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 **Thirty five thousand dollars ($35,000) (the "Maximum Amount")**

WHEREAS; the County and the Contractor desire to extend the Original Term and increase the Maximum Amount.

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 one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be **June 16, 2018.**

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by **Thirty Five Thousand Dollars ($35,000.00)** so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be **One Hundred Forty Thousand dollars ($140,000),** (the "Amended Maximum Amount").

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 Extension Term.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

PETER FARMER, MD
Forensic Neuropathologist

By: _____
Name: PETER FARMER ME
Title: FORENSIC NEUROPATHOLOGIST
Date: MAY 22, 2017

NASSAU COUNTY

By: _____
Name: ~~Richard R. Walker~~ Edward H. Lieb
Title: Deputy County Executive
Date: 9/11/17

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 20th day of MAY in the year 2017 before me personally came Peter Farmer MD 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 contractor of Medical Examiner, 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.

Deborah Finan
NOTARY PUBLIC

DEBORAH FINAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FI4758011
Qualified In Nassau County
My Commission Expires June 30, 2018

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 11th day of September in the year 2017 before me personally came Edward H. Ward to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

FRANCIS X. BECKER II
Notary Public, State of New York
No. 01BE5073183
Qualified in Nassau County
Commission Expires February 18, 1959
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:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination

of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of

performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the contractors is:

PETER M FARMER (Name)

[redacted]er)

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 NOT 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 NOT 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.

MAY 20, 2017

Dated

Signature of Chief Executive Officer

PETER M FARMER

Name of Chief Executive Officer

Sworn to before me this

20th day of MAY 2017

Deborah Finan

Notary Public

DEBORAH FINAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FI4758011
Qualified In Nassau County
My Commission Expires June 30, 20[illegible]

OFFICE OF THE MEDICAL EXAMINER
COUNTY OF NASSAU

Tamara Bloom, M.D.
Chief Medical Examiner

2251 Hempstead Turnpike
Building R
East Meadow, N.Y. 11554
(516) 572-6400

To: Robert Cleary, Chief Procurement Officer

From: Carolyn Kelly, Deputy Medical Examiner for Laboratories

Date: February 27, 2020

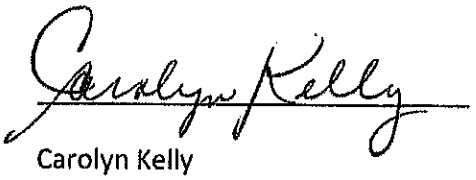
Subject: Delay Memo (Contract ID: CQME14000001 / NIFS ID: CLME 20000001)

Please be advised that there was a delay in providing Amendment #4 for the above Contract ID Number in the Electronic Routing System. This delay was the result of a culmination of a series of events that have now been remedied. There was an insufficient transfer of knowledge among staff members, who have since left their position of employment. Further, there was the overhaul of the contract system from a paper process to an electronic process. This contract came up for a one-year amendment renewal during that transition phase. In addition, an incorrect email address was catalogued for the vendor. This error went unrecognized for many months before it was rectified. Finally, there were several parties involved—including the vendor—who had limited skills with computers and ever evolving and advancing electronic technology.

New systems have been established within the department to prevent this type of delay from occurring again. First, we now have the ability to extend the term of the contract beyond a one-year period, which we will be availing ourselves of going forward. Second, we now have a group calendar with an alert system that will notify all involved parties that a contract term is expiring in the next few months and should be addressed, whether that be in the form of a renewal, completing the necessary work for an advisement or drafting a new contract.

as I had limited knowledge in using this system and I had to resubmit the documents multiple times to ensure all information was appropriately attached. Please let me know if you require any further information or details.

Sincerely,



Carolyn Kelly

Deputy ME Laboratories

E-43-20

NIFS ID:CLTV20000001 **Department: Traffic & Parking Violations**

Capital:

SERVICE: DATA PROCESSING AND SOFTWARE

Contract ID #:CQCW03000893 NIFS Entry Date: 27-JAN-20 Term: from 09-SEP-03 to 12-JAN-21

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) Material Adverse Information Identified? (if yes, attach memo):	Y
5) Insurance Required	Y

Vendor Info:	
Name: **QUEST COMPUER PRODUCTS**	Vendor ID#: [redacted]
Address: 311 GADUSI LANE LOUDON, TENNESSEE 37774	Contact Person: [redacted] [redacted]
	Phone: [redacted]

Department:
Contact Name: DAVE RICH
Address: 16 COOPER STREET HEMPSTEAD, NY 11550
Phone: 516-572-2178

2020 MAR -2 AM 11:21

Routing Slip

Department	**NIFS Entry: X**	**28-JAN-20 -- MSUMMERS**
Department	**NIFS Approval: X**	**28-JAN-20 -- MSUMMERS**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**11-FEB-20 -- IQURESHI**
OMB	**NIFS Approval: X**	**28-JAN-20 -- SJACOB**
County Atty.	**Insurance Verification: X**	**29-JAN-20 -- AAMATO**
County Atty.	**Approval to Form: X**	**28-JAN-20 -- MMISRA**
CPO	**Approval: X**	**13-FEB-20 -- KOHAGENCE**

DCEC	**Approval: X**	**13-FEB-20 -- JCHIARA**
Dep. CE	**Approval: X**	**18-FEB-20 -- TFOX**
Leg. Affairs	**Approval/Review: X**	**28-FEB-20 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: THIS CONTRACTOR PROVIDES PROFESSIONAL AND RELATED ENGINEERING SERVICES AND SOFTWARE ENHANCEMENTS AS DETERMINED BY TPVA FOR THE SOFTWARE PRODUCT OF COMPUCOURT. THIS INCLUDES INTERFACING WITH NYSDMV, TRACS, AND OUR THIRD PARTY VENDORS COLLECTION SYSTEMS AS WELL AS TRACKING PAYMENT PROCESSING AMONG OTHER SERVICES
Method of Procurement: CONTRACTOR WAS ORIGINALLY SELECTED AS A RESULT OF A REQUEST FOR PROPOSAL IN 1994 TO DEVELOP, INSTALL AND MAINTAIN A COMPUTER SOFTWARE PACKAGE FOR THE ELECTRONIC TRACKING OF PARKING AND TRAFFIC TICKETS PROCESSED BY TPVA
Procurement History: THIS IS A PROPRIETARY SOFTWARE SYSTEM AND CONTRACTOR IS THE SOLE SOURCE VENDOR CONTRACTOR AND HAS BEEN PROVIDING SUCH SERVICES SINCE 1994. TPVA HAS AMENDED ANNUALLY FOR ENHANCEMENT SERVICES, ENHANCEMENT MADE ARE GENERALLY TO COMPLY WITH LEGAL MANDATES
Description of General Provisions: THE SERVICES TO BE PROVIDED BY THE CONTRACTOR UNDER THE AGREEMENT MAY INCLUDE, BUT ARE NOT LIMITED TO, PROFESSIONAL DATA PROCESSING AND RELATED ENGINEERING SERVICES AND SOFTWARE ENHANCEMENTS SERVICES (HERINAFTER "SERVICES") AS DETERMINED BY TPVA FOR THE SOFTWARE PRODUCT "COMPUCOURT" (HERINAFTER "SOFTWARE"). WHICH SOFTWARE HAS BEEN INSTALLED BY THE CONTRACTER.
Impact on Funding / Price Analysis: THIS AMENDMENT EXTENDS THE CONTRACT BY ONE YEAR THROUGH January 12,2021 THE MAXIMUM AMOUNT SHALL INCREASE BY $75,000 FOR A NEW MAXIMUM OF $2,622,848.50.
Change in Contract from Prior Procurement: +$75,000
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	TV
Resp:	1000
Object:	DE
Transaction:	CL
Project #:	
Detail:	

RENEWAL	
%	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 75,000.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 75,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	TVGEN1000DE505	$ 75,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 75,000.00

Increase			
% Decrease			

RULES RESOLUTION NO. – 2020

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 TRAFFIC AND PARKING VIOLATIONS AGENCY ("TPVA"), AND QUEST COMPUTER PRODUCTS, INC. ("QUEST")

WHEREAS, the County has negotiated an amendment to a personal services agreement with Quest in connection for enhancements and modification services for TPVA's CompuCourt System , 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 amended agreement with Quest.

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: QUEST COMPUER PRODUCTS

2. Dollar amount requiring NIFA approval: $75000

Amount to be encumbered: $75000

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: 9/9/2003 1/12/2021
Has work or services on this contract commenced? Y ____

If yes, please explain: THIS IS A CURRENT CONTRACT

4. Funding Source:

X General Fund (GEN)
Capital Improvement Fund (CAP)
Other

Grant Fund (GRT)

Federal % 0
State % 0
County % 0

Is the cash available for the full amount of the contract?	Y
If not, will it require a future borrowing?	N
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

THIS CONTRACTOR PROVIDES PROFESSIONAL AND RELATED ENGINEERING SERVICES AND SOFTWARE ENHANCEMENTS AS DETERMINED BY TPVA FOR THE SOFTWARE PRODUCT OF COMPUCOURT, AS MORE FULLY DESCRIBED IN THE CONTRACT "SCOPE OF SERVICE"

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 Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberation s.

IQURESHI 11-FEB-20

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 Cou nty Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts for all relevant accounts and relevant Nassau County Legislature communication docu ments and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being su bmitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

LAURA CURRAN
NASSAU COUNTY EXECUTIVE

DAVID RICH
EXECUTIVE DIRECTOR

NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY
16 COOPER STREET
HEMPSTEAD, NEW YORK 11550
(516) 572-2700

MEMO

TO: **Robert Cleary**

FROM: **David Rich**
Executive Director, NCTPVA

DATE: **March 2, 2020**

SUBJECT: **Sole Source Memo – Quest Computer Products, Inc. Amendment #18**

Term: 1/12/20-1/12/21

Contract ID: CQCW03000893

Quest Computer Products, Inc., was selected as the IT solution in response to a 1994 RFP. Since 2003, TPVA has been filing annual amendments for Quest Computer Products, Inc. as the Sole Source provider for enhancement services to the IT solution. Quest Computer Products, Inc. is the only vendor that can make the software changes. Most changes are made due to legislative mandate requirements.

If you have any questions or concerns, call me at 516-572-2178.

Jack Schnirman
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: QUEST COMPUTER PRODUCTS

CONTRACTOR ADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on_____[date]._____[state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____

_____ (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 September 29, 2003 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: **All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.**

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

1/27/20
Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
Peter Inglis [redacted]

Dated: 01/23/2020 11:24:54 AM

Vendor: Quest Computer Products, Inc.

Title: President

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Peter Inglis
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: [redacted]
   City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
   Country
   Telephone: [redacted]

   Other present address(es):
   City: State/Province/Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	10/01/1984	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   I own it.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   A partner in Quest Computer Products, LLC which is creating the successor software package to CompuCourt.

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.
Awarded a contract to produce the successor product to CompuCourt which will replace CompuCourt within 18 months.

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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever

initiated?

YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you

been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Peter Inglis , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Peter Inglis , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Quest Computer Products, Inc.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Peter Inglis [redacted]

President
Title

01/23/2020 11:23:09 AM
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: 01/23/2020

1) Proposer's Legal Name: Quest Computer Products, Inc.

2) Address of Place of Business: [redacted]

City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]

Country:

3) Mailing Address (if different): [redacted]

City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]

Country:

Phone: [redacted]

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: none

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (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, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [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, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [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.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

In the event that a potential conflict of interest is possible it will be brought to the attention of those responsible for investigating ethics matters.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

10/01/1984

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Peter Inglis
[redacted]

No individuals with a financial interest in the company have been attached..

iii) Name, address and position of all officers and directors of the company. If none, explain.

Peter Inglis
[redacted]

No officers and directors from this company have been attached.

iv) State of incorporation (if applicable);

NC

v) The number of employees in the firm;

[redacted]

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

1 File(s) Uploaded:

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

34

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Wrote, enhanced and maintained the CompuCourt case management software since first installed in 1995.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Village of Great Neck Plaza
Contact Person [redacted]
Address
City State/Province/Territory NY
Country
Telephone
Fax #
E-Mail Address

Company Village of Garden City
Contact Person [redacted]
Address
City State/Province/Territory NY
Country
Telephone
Fax #
E-Mail Address

Company Village of Rockville Centre
Contact Person [redacted]
Address
City State/Province/Territory NY
Country
Telephone
Fax #
E-Mail Address

I, Peter Inglis , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Peter Inglis , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Quest Computer Products, Inc.

Electronically signed and certified at the date and time indicated by:
Peter Inglis [redacted]

President
Title

01/23/2020 11:12:49 AM
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Quest Computer Products, Inc.

Address: [redacted]

City: [redacted] State: [redacted] Zip Code: [redacted]

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Public Corp (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):

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Peter Inglis
[redacted]

No shareholders, members, or partners have been attached to this form.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Peter Inglis [redacted]

Dated: 01/23/2020 11:27:51 AM

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

AMENDMENT #18

The Eighteenth AMENDMENT ("Eighteenth Amendment"), dated as of the date ("the "Effective Date") that this Eighteenth Amendment is executed by (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 Department of Traffic and Parking Violations Agency, having its principal office at 16 Cooper Street, Hempstead, New York 11550 (the "Department"), and (ii) Quest Computer Products, Inc., authorized to do business in New York, having its principal office at [redacted]

WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003, and amended thereafter (the "Original Agreement"), the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services, which services are more fully described in the Original Agreement (the "Services"); and

WHEREAS, the term of the Original Agreement is scheduled to expire on January 12, 2020, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County has available three (3) remaining one (1) year renewal options to renew maintenance and support services (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 Million Five Hundred Forty-Seven Thousand Eight Hundred Forty-Eight and 50/100 Dollars ($2,547,848.50) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor mutually desire to exercise one (1) of the remaining options to renew by extending the Original Term and increasing the Maximum Amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Eighteenth Amendment, the parties agree as follows:

1. Renewal of Original Term. The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Eighteenth Amendment (the "Amended Agreement"), shall be January 12, 2021.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Seventy-five Thousand Dollars ($75,000) so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement is Two Million Six Hundred Twenty-Two Thousand Eight Hundred Forty-Eight and 50/100 Dollars ($2,622,848.50).

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Eighteenth Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have executed this Eighteenth Amendment as of the date first above written.

QUEST COMPUTER PRODUCTS, INC.

By: Peter L Inglis
Name: Peter Inglis
Title: President
Date: 1/22/20

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN **BLUE** INK

STATE OF ~~NEW YORK~~ TN

ss.:

COUNTY OF ~~NASSAU~~ Loudon

On the 22 day of January in the year 2020 before me personally came Peter Inglis to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Loudon; that he is the individual described herein and executed the above instrument.

NOTARY PUBLIC

My Commission Expires
August 22, 2023

SUPRANEE HAINES VOLLMAN
STATE OF TENNESSEE NOTARY PUBLIC
BLOUNT COUNTY

STATE OF NEW YORK

ss.:

COUNTY OF NASSAU

On the ____ day of _____ in the year 202__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of _____; 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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Carriage Hill Insurance Agency 840 HIGHWAY 321 N Lenoir City TN 37771	CONTACT NAME: Bob Elliott PHONE (A/C, No, Ext): 865-988-3777 FAX (A/C, N [redacted] E-MAIL ADDRESS: bob@carriagehillinsurance.com
INSURED Quest Computer Products Inc [redacted] QUESCOM-01	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : The Phoenix Insurance Company 25623 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 105533334 **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	X COMMERCIAL GENERAL LIABILITY	Y		6807K272957	3/1/2019	3/1/2020	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:						Deductible	$ 500
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
Certificate holder is additional insured with respect to General Liability per written contract.

CERTIFICATE HOLDER

County of Nassau
State of New York
1 West Street
Mineola NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Quest Computer Products, Inc.

i Founded October 1, 1984 as a Subchapter S Corporation. In business for 35 years.

ii Wholly owned by Peter L. Inglis who is the sole executive.

iii Peter Inglis, the only officer, [redacted]

iv State of Incorporation is North Carolina.

v [redacted]

vi

vii Quest Computer Products has offered software products to the municipal government market place for 33 years. Packages sold and supported are:

CompuCourt (Municipal Court Management)

ProTax (Property Tax Management)

Members Only Software (Recreation)

FirePro (Fire Departments)

Parking Permits Software

Vii CompuCourt was installed at the Nassau County Traffic and Parking Violations Agency in 1995 and has been in continuous operation for 23 years. Quest has supported this software since installation.

Viii No state or local license is required to operate.

original
[illegible]

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of July 14, 2003 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY (hereinafter referred to as TPVA), having its principal office at 16 Cooper St., Hempstead, NY 11550, (the "Department"), and (ii) QUEST COMPUTER PRODUCTS [redacted]

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement, and

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on September 9, 2003, and terminate on August 31, 2004, provided, however, the County may, in its sole discretion, renew this agreement for two additional one year terms.

2. Services. a) The services to be provided by the Contractor under this Agreement may include, but are not limited to, professional data processing and related engineering services and software enhancement services (hereinafter "Services") as determined by the Department for the software product "CompuCourt" (hereinafter "Software"), which Software has been installed by the Contractor. More specifically, Contractor will develop programs for:

i) The receipt of Internet and telephone credit and debit card payment, debit card payment via point of sale, and Internet access to CompuCourt;

ii) Continued development of software for the electronic transfer of suspension data between the County and New York State Department of Motor Vehicle. Additionally, if a pilot program with New York Sate for the issuance of handheld traffic tickets begins during contract term, the development of necessary interface with New York State and the Department.

iii) Develop new revenue distribution reports for fines associated with handicap violations and scofflaw vehicles.

[illegible]

(b) Contractor must maintain software at a minimum, at a revision level that is compatible with the installed host computer hardware and host system's installed operating system release. Contractor shall install updates and/or improvements to the software that will perform as specified and that will not adversely affect performance or functionality of the Software. Contractor must notify the Department in advance of any modifications.

c) County is required to provide a mutually agreed upon means of remote system access, usable by Contractor for problem diagnosis, updates and general support.

d) Contractor shall not be responsible for the amelioration of any problem (i) caused by the County's modification of the Software, provided that such modification was made without the Contractor's approval or (ii) caused by the County's failure to follow documented procedures, which procedures have been provided by the Contractor to the County.

3. Payment. (a) 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").

(b) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month by the tenth (10th) of the month.

(c) No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(d) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall not exceed one hundred thousand dollars ($100,000) and shall be paid as follows: Contractor shall be reimbursed at the rate of one hundred and sixty five dollars ($165.00) per hour for programming 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 [illegible] "Person" [illegible] person, entity (including partnerships, corporations and limited [illegible]) [illegible] government [illegible] department [illegible]

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. The Contractor shall comply with any and all federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto. As used in this Agreement the word "Law" means any and all statutes, rules, regulations, orders, ordinances, writs, injunctions, official resolutions, official interpretations, or decrees, as the same may be amended from time to time, enacted, adopted, promulgated, released, or issued, by or on behalf of any government or political subdivision thereof, quasi-governmental authority, court, or official investigative body

7. Minimum Service Standards. Regardless of whether required by Law. (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) The County acknowledges that CompuCourt is a proprietary product and will not demonstrate the product or disclose documentation of functions or procedures unless a written authorization is received from the Contractor.

8. Confidentiality. The Contractor acknowledges and agrees that all information that the Contractor acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion. The County acknowledges that CompuCourt is a proprietary product

9. Warranty. The Contractor warrants and represents that the Software and any update or enhancement thereto (hereinafter "Deliverables"), do not infringe upon or constitute a misappropriation of any U.S. copyright, trademark, patent, trade secret or other proprietary right of any third party. In the event of any third party claim against the County in respect of the Deliverables, the Contractor at its option may [illegible] obtain the right to use the Deliverables without obligation on the part of County to the owner of the allegedly infringed intellectual property [illegible] the Deliverables without materially [illegible] the functionality [illegible] performance [illegible] [illegible]

use of infringing Deliverables and refund to the County all amounts paid to the Contractor in respect of the infringing Deliverable, less a reasonable amount for the use thereof. The actions that the Contractor may take in accordance with the immediately preceding sentence shall not be deemed to limit the County's rights under this Agreement. Notwithstanding the foregoing, the Contractor shall have no liability for any third party claim of infringement based upon: (i) a modified version of any Deliverable, to the extent modifications were made without the Contractor's approval, (ii) the use of the Deliverable in connection with another product or service (the combination of which causes the infringement) if the Contractor did not approve of such use; or (iii) the Contractor's compliance with County's specific instructions

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

(b) 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 any action, or omit to take any action that would suspend or invalidate any of the required coverages.

11. Assignment, Amendment; Waiver; Subcontracting. (a) 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

(b) It shall be a condition to the consent of the County Executive to any assignment or subcontract that: the Person to or with whom or which such assignment or subcontract is made agrees in writing that, except as provided in the following sentence with respect to amounts payable by the County, such Person shall be bound by the terms and conditions of this Agreement as though an original party hereto. Unless the action being approved is an assignment of every right and obligation of the Contractor under this Agreement, the Contractor shall remain responsible for the full performance of its obligations under this Agreement, and no action taken by the County or the Contractor shall relieve the Contractor of any liability to the County or any person other than the Contractor

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. Where this Agreement is terminated as provided by this subparagraph, the Contractor shall make available to the County the source code for the purpose of supporting the product. The County may modify the source code as necessary. Nothing herein shall be deemed to be a transfer of ownership of the Contractor's Software.

(c) Contractor Assistance Upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, provided termination was not pursuant to subparagraph (a)(i) above, 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. Such actions shall include the transfer of the Department's data in the form of "flat files". The provisions of this Section shall survive the termination of this Agreement until such time as all termination related services are completed.

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 [illegible] 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. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved by the American Arbitration Association located in Nassau County, but if such venue is impossible then in New York City 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 County 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 party or address as shall be designated in writing by 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.

(a) 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.

(b) 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 set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of two hundred and fifty dollars ($250.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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. [illegible] under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise [illegible] for this Agreement are from the state and [illegible]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this Agreement as of the date first above written.

QUEST COMPUTER PRODUCTS, INC

By: _____
Name: Peter Inglis
Title: President
Date: 8/26/03

NASSAU COUNTY

By: _____
Name: Helena E. Williams
Title: Deputy County Executive
Date: 9/29/03

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
) ss:
COUNTY OF NASSAU)

On the 19 day of Sept. in the year 2003 before me personally came Helena E Williams to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 209 of the County Government Law of Nassau County.

NOTARY PUBLIC

DEBORAH AUSTIN
Notary Public, State of New York
No. 30-4729801
Qualified in Nassau County
Commission Expires Feb. 28, 2007

NORTH CAROLINA
STATE OF ~~NEW YORK~~)
) ss:
COUNTY OF Orange)

On the 26 day of August in the year 2003 before me personally came Peter Inglis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Orange; that he or she is the President of Quest Computer Co., 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 C Saunders
Expires Oct. 19, 2006

Amend #1

AMENDMENT NO. 4

AMENDMENT, dated as of July 20, 2004 (together with the Appendix and exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY, (hereinafter referred to as TPVA), having its principal office at 16 Cooper Street, Hempstead, New York 11550, (the "Department") and (ii) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office 410-A Millstone Drive, Hillsborough, North Carolina 27278 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number COCW0300893 between the County and the Contractor, executed on behalf of the County on July 14, 2003 (the "Original Agreement"), the Contractor perform[ed/s] certain services for the County in connection with professional data processes and related engineering services and software enhancement services, as determined by the department for the software product which services are more fully described in the Original Agreement;

WHEREAS, the term of the Original Agreement was from September 9, 2003 to August 31, 2004 "Original Term";

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 One Hundred Thousand Dollars ($100,000.00); and

WHEREAS, the County and the Contractor desire to extend the Original Term, increase the Maximum Amount and modify the Service.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

Term Extension. The Original Term shall be extended by six (7) months so that the termination date of the Original Agreement as amended by this Amendment (the "Amended Agreement") shall be March [illegible], 20[illegible].

Maximum Amount. The maximum amount in the Original Agreement shall be increased by One Hundred Twenty Two Thousand Eight Hundred Dollars ($[illegible]) [illegible] that the maximum amount that the County shall pay [illegible]

3. Services. The Services contained in the Original Agreement shall be amended to include, without limitation, engineering, design, enhancement and consulting services including deliverables necessary to create an interface with the County's e-government application and to provide the ability for the electronic payment of parking and traffic tickets. These services and deliverables are more fully described in Exhibit A, which is attached hereto.

4. Compliance With Law. (a) The Contractor shall comply with any and all applicable Federal, State and local laws, including but not limited to those relating to conflicts of interest, discrimination and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices D and E attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted or adopted.

5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

QUEST COMPUTER PRODUCTS, INC.

By: _____
Name: _____
Title: _____
Date: _____

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

DEPARTMENT

STATE OF NEW YORK)
)ss.
COUNTY OF NASSAU) Orange

On the 1st day of July in the year 2004 before me personally came Peter Inglis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Orange that he or she is the President of Oxford Commercial Industries 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 Tracy Oberndorf
Expires Oct 10, 2005

STATE OF NEW YORK)
)ss.
COUNTY OF NASSAU)

On the 3rd day of August in the year 2004 before me personally came Timothy Driscoll 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 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 James E. Collins

JAMES E. COLLINS
NOTARY PUBLIC, State of New York
No. 4981903
Qualified in Nassau County
Commission Expires Dec. 29, 2005

RULES RESOLUTION NO. 65 2005

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE TRAFFIC & PARKING VIOLATIONS AGENCY AND QUEST COMPUTER PRODUCTS

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6-18-05
VOTING:
Ayes 7 Nayes ___ Abstained ___ Recused ___
Legislators present: 9

WHEREAS, the County has negotiated an amendment to a personal services agreement with Quest Computer Products, Inc. for data processing, engineering and software enhancement services, a copy of which is on file with the Clerk of the Legislature now, therefore be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Quest Computer Products, Inc

AMENDMENT NO. 2

AMENDMENT, dated as of March 30, 2006 (together with all exhibits hereto, this "Amendment"), between Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY (hereinafter referred to as the "TPVA") having its principal office at 1 Cooper Street, Hempstead, New York 11550 (the "Department") and (ii) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office at 20 A Millstone Drive, Hillsborough, North Carolina 27278 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03008[illegible] between the County and the Contractor, executed on behalf of the County on July 14, 2003 and amended on July 20, 2004 (the "Original Agreement"), the Contractor provides certain services for the County in connection with professional data processing and related engineering services and software enhancement services which services are more fully described in the Original Agreement;

WHEREAS, the term of the Original Agreement was from September 9, 2003 to March 31, 2005 with an option to renew for an additional one year term.

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 twenty-two thousand Eight Hundred Dollars ($222,800.00);

WHEREAS, the County and the Contractor desire to renew the Original Agreement by extending the Original Term and increasing the Maximum Amount;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original Term shall be extended by one year so that the termination date of the Original Agreement as amended by this Amendment (the "Amended Agreement") shall be March 31, 2006.

2. [illegible]

3. Full Force and Effect. All the terms and conditions of the Original Agreement and its Amendment 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 parties have executed this Amendment as of the date first above written.

QUEST COMPUTER PRODUCTS, INC.

By: [signature]
Name: [illegible]
Title: [illegible]
Date: [illegible]

State of New York
ss.
County of Nassau

I, William F. Geier, Clerk of the Legislature, do hereby certify that the foregoing is a true and correct copy of the original agreement with QUEST COMPUTER PRODUCTS PRODUCTS on behalf of the N.C. Traffic Parking Violations

on file in this office of the Legislature and is of the whole said original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed seal of the Nassau County Legislature this [illegible] day of May 20 [illegible]

[signature]
Clerk, Nassau County Legislature
Nassau County, N.Y.

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the [illegible] day of April in the year 2005 before me personally came [illegible] to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of [illegible] that he or she is the President of [illegible] 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

GALE D. BERG
Notary Public, State of New York
No. 4712937
Qualified in Nassau County
Commission Expires Feb. 28, 20[illegible]

STATE OF NEW YORK
)ss.:
COUNTY OF NASSAU

On the [illegible] day of May in the year 2005 before me personally came [illegible] to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau that he or she is a Deputy County Executive of the County of Nassau the municipal corporation described herein and which executed the above instrument and that he or she signed his or her name thereto pursuant to Section 20[illegible] of the County Government Law of Nassau County.

NOTARY PUBLIC

JAMES G. COLLINS
NOTARY PUBLIC, State of New York
No. 4881908
Qualified in Nassau County
Commission Expires Dec. 29, [illegible]

Incl. #3

AMENDMENT #3

AMENDMENT, dated as of May 30, 2006 (together with the [Appendix and Exhibit] hereto, this "Amendment") between (1) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY (hereinafter referred to as "TVA"), having its principal office at 16 Cooper Street, Hempstead, New York 11550 (the "Department") and (2) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office 410 A Milton Drive, Hillsborough, North Carolina 27278 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CO2W0300899 between the County and the Contractor, executed on behalf of the County on July 14, 2005 (the "Original Agreement"), and amended on July 20, 2004 and amended on April 4, 2005, the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement;

WHEREAS, the term of the Original Agreement was from September 9, 2003 to March 31, 2005 with the county in its sole discretion having an option to renew for two additional one year terms. The county exercised that option on March 30, 2004 for an additional one (1) year term for March 31, 2005 to March 31, 2006. It now wishes to renew for another one (1) year term terminating on March 31, 2007.

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 Three Hundred Twenty-Two thousand Eight Hundred Dollars ($322,800.00);

WHEREAS, the County and the Contractor desire to renew the Original Agreement by extending the Original Term and increasing the Maximum Amount;

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 another year so that the termination date of the Original Agreement as amended by this third amendment (the "Amended Agreement"), [illegible] March 31, 2007.

2. Maximum Amount. The maximum amount of the Original Agreement and amendment shall be increased [illegible]

Services provided under this Amended Agreement shall be Three Hundred Ninety-Seven Thousand Eight Hundred Dollars ($397,800.00) ("Amended Maximum Amount").

[illegible] Full force and effect. All the terms and conditions of the Original Agreement and its Amendments 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 WHEREFORE, the parties have executed this Amendment as of the date first above written.

QUEST COMPUTER PRODUCTS, INC.

By: [signature]
Name: Peter Inclis
Title: [illegible]
Date: [illegible]

NASSAU COUNTY

By: [signature]
Name: [illegible]
Title: Deputy County Executive
Date: [illegible]

North Carolina

STATE OF NEW YORK

ss.

COUNTY OF NASSAU

Orange

On the [illegible] day of June in the year 200[illegible] before me personally came Peter Tinkle to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Orange that he or she is the President or Vice President [illegible] the corporation described herein and which executed the above instrument and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Lisa M. Glasgow, Notary Public
Orange County, North Carolina
My Commission Expires 10/10/200[illegible]

STATE OF NEW YORK

ss.

COUNTY OF NASSAU

On the [illegible] day of July in the year 200[illegible] before me personally came T. Prince to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument and that he or she signed his or her name thereto pursuant to Section 20[illegible] of the County Government Law of Nassau County.

NOTARY PUBLIC

JAMES G. COLLINS
NOTARY PUBLIC, State of New York
No. 4881903
Qualified in Nassau County
Commission Expires Dec. 2[illegible]

RULES RESOLUTION NO. [illegible]/2006

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 TRAFFIC AND PARKING VIOLATIONS AGENCY AND QUEST COMPUTER PRODUCTS, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6-19-06
VOTING:
Ayes [illegible] Nayes [illegible] Abstained [illegible] Recused [illegible]
Legislators present: [illegible]

WHEREAS, the County, acting on behalf of the Traffic and Parking Violations Agency, has negotiated an amendment to a personal services agreement with Quest Computer Products, Inc. to provide professional data processes and related engineering 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 Quest Computer Products, Inc.

Amend #4

AMENDMENT #4

AMENDMENT, dated as of March 31, 2007 (together with the Appendix and exhibit thereto, this "Amendment") between Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY, (hereinafter referred to as "TPVA") having its principal office at 16 Cooper Street, Hempstead, New York 11550 (the "Department") and (1) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office at 410 A Milk Street, Dover, Hillsborough, North Carolina 27278 (the "Contractor").

WITNESSETH

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on July 14, 2003 (the "Original Agreement"), and amended on July 30, 2004, on April 4, 2005, and on May 30, 2006 the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement.

WHEREAS, the term of the Original Agreement was from September 9, 2003 to March 31, 2005 with the county, in its sole discretion, having an option to renew for two additional one year terms. The county exercised that option on March 30, 2004, for an additional one (1) year term from March 31, 2005 to March 31, 2006, and for another one (1) year term terminating on March 31, 2007. It has now become necessary to renew for an additional nine (9) months to terminate on December 31, 2007 to bridge the gap in time as a new RFP is being issued.

WHEREAS, the County and the Contractor desire to renew the Original Agreement by extending the Original Term.

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 nine (9) months so that the termination date of the Original Agreement as amended by this Fourth Amendment (the "Amended Agreement") shall be December 31, 2007.

2. Compliance With Law. Paragraph [illegible] of the Original Agreement shall be amended to add require compliance with Appendix [illegible] attached to this Amended Agreement.

3. [illegible] Effect. [illegible]

[illegible] form and effect and [illegible] the relationship [illegible] the [illegible] the Amended Agreement.

IN WITNESS WHEREFORE, the parties have executed this Amendment as of the date first above written.

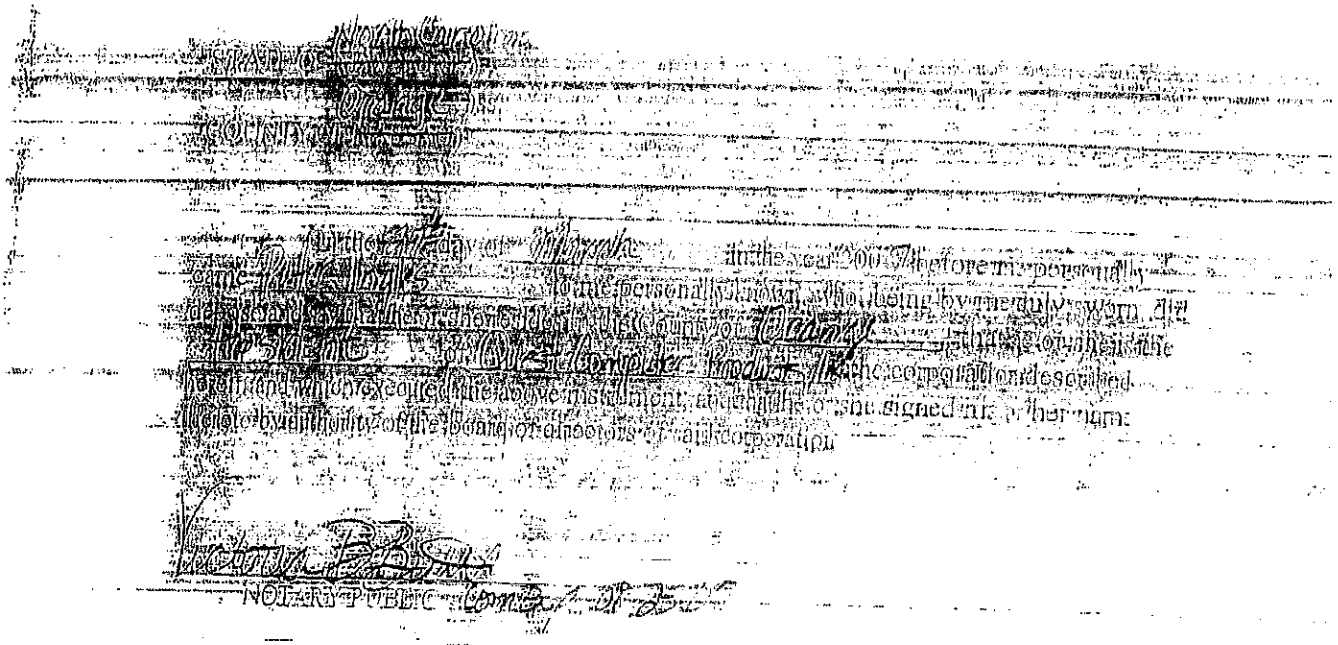
QUEST COMPUTER PRODUCTS, INC.

By: [signature]
Name: Peter Inglis
Title: [illegible]
Date: [illegible]

NASSAU COUNTY

By: [signature]
Name:
Title: Deputy County Executive
Date: [illegible]

PLEASE [illegible] IN BLUE INK



STATE OF NEW YORK)
)ss:
COUNTY OF NASSAU)

On the 2nd day of August in the year 2007 before me personally came [illegible] to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [illegible]; 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 20F of the County Government Law of Nassau County.

NOTARY PUBLIC

JAMES B. COLLINS
Notary Public, State of New York
No. 4811905
Qualified in Nassau County
Commission Expires Dec. 25, [illegible]

AMENDMENT

THIS AMENDMENT dated [illegible] 2007 (the "Amendment") is made between the County of [illegible] (the "County") and [illegible] (the "Contractor").

WHEREAS the County and the Contractor entered into an agreement dated September 24, 2002 (the "Original Agreement") whereby the Contractor provided certain services to the County in connection with [illegible] (the "Services");

AND WHEREAS the term of the Original Agreement was from September 1, 2002 to December 31, 2007 (the "Original Term");

AND WHEREAS the County and the Contractor desire to renew the Original Agreement for an additional [illegible] Original Term so that the Contractor may perform such Services and the County may obtain the benefit of such Services;

AND WHEREAS the parties agree that the County's aggregate reimbursement to the Contractor for services under the Original Agreement (as to compensation for the Services was Three Hundred Ninety-Seven Thousand Eight Hundred Dollars ($397,800.00) (the "Original Maximum Amount");

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 one (1) year so that the term of the Original Agreement shall commence on September 1, 2002 and shall terminate on or before December 31, 2008 (the "Amended Term"). However, the County may terminate the Original Agreement as amended by this Amendment upon thirty (30) days written notice.

2. Maximum Amount. The Original Maximum Amount shall be increased by Fifty Thousand and 00/100 Dollars ($50,000.00) so that the maximum amount that the Contractor shall receive from the County as compensation for the Services provided under the Original Agreement as amended by this Amendment shall [illegible]

Thousand Eight Hundred and 00/100 Dollars ($4,7[illegible]) the "Amended Maximum Amount").

3. Compliance with Law. (a) General. 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, living wage, disclosure, information and vendor registration, in connection with their performance under this Agreement. In [illegible] of the foregoing, the Contractor is bound by and will comply with the terms of the County's vendor registration protocol. As used in this Agreement, the word "law" shall [illegible] 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 Ltr. 1-90[illegible], 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 or 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.

Full Force and Effect. All the terms and conditions of the Original Agreement and its amendments not expressly amended by this amendment shall remain in full force and

[illegible] the relationship of the parties for the [illegible]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

[illegible] COMPUTER PROJECTS, INC

By: [illegible]

Name: [illegible]

Title: [illegible]

Date: [illegible]

NASSAU COUNTY

By: [illegible]

Name: [illegible]

Title: Deputy [illegible] Executive

Date: [illegible]

PLEASE EXECUTE IN BLUE INK

[illegible]

[illegible]

[illegible]

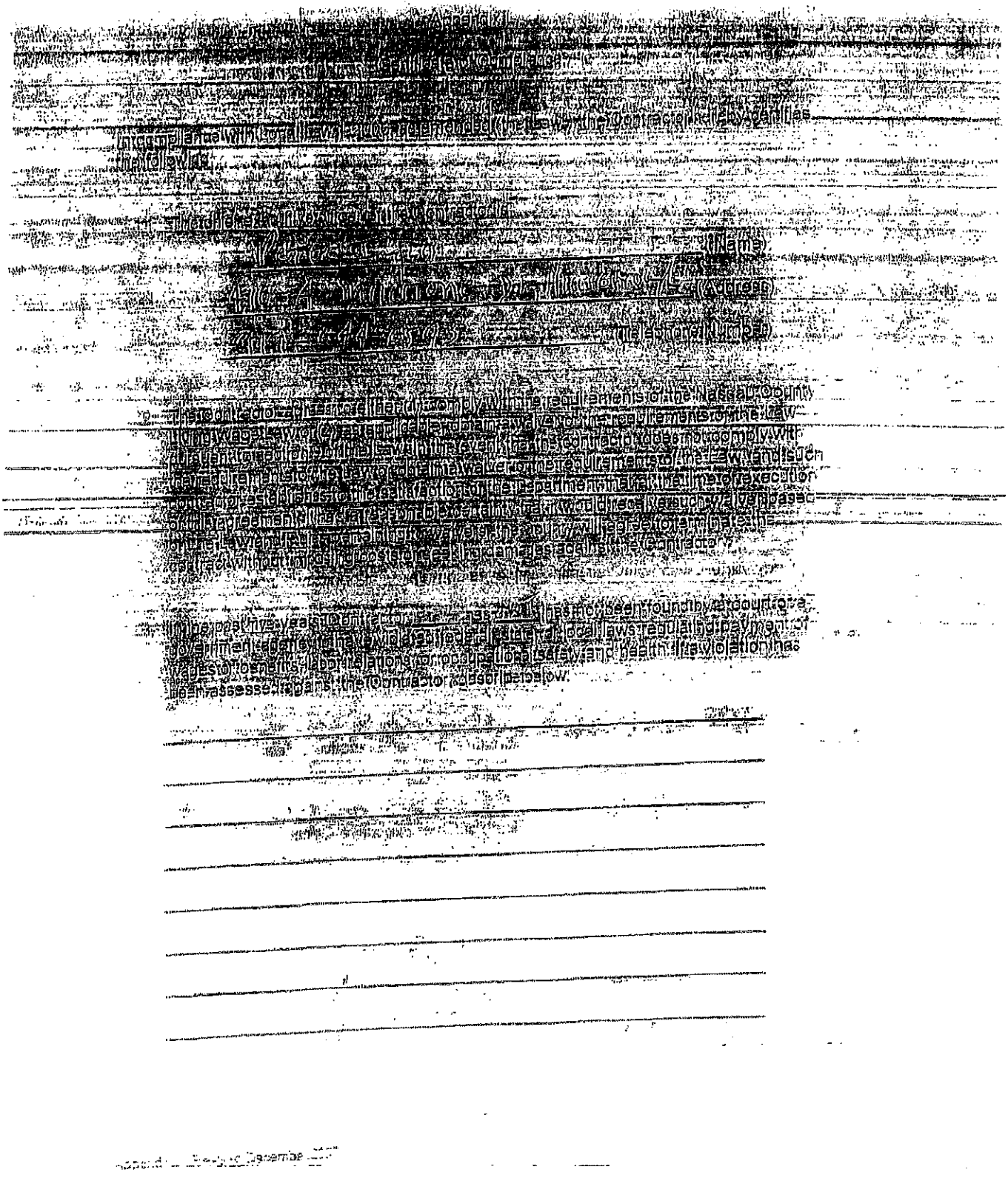
[illegible] in the year 2008 before me personally came [illegible] to me personally known, who being by me duly sworn, did depose and say that he or she resides in the County of [illegible] that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument, and that he or she signed his or her name thereto pursuant to Section 216 of the County Government Law of Nassau County.

[illegible]

NOTARY PUBLIC

[illegible]

NOTARY PUBLIC State of New York
No. 4881903
Qualified in Nassau County
Commission Expires Dec. 29, 2010



4. [illegible] indicate [illegible] has not been commenced against or relating to the Contractor in any proceeding [illegible] with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If any proceeding or investigation has been commenced, [illegible] below.

[illegible]

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.

[illegible]
Dated

[signature]
Signature of Chief Executive Officer

[illegible]
Name of Chief Executive Officer

Sworn to before me this

12th day of February, 2009

[signature]
Notary Public

ROCHELLE S. SUTTON
NOTARY
PUBLIC
ORANGE COUNTY, NC

Appendix _ - Revised December 200[illegible]

AMENDMENT # 6

AMENDMENT, dated as of November 24, 2008 (together with the appendix and exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1515 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY, (hereinafter referred to as TPVA), having its principal office at 16 Cooper Street, Hempstead, New York 11550, (the "Department") and (ii) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office 410-A Millstone Drive, Hillsborough, North Carolina 27278 (the Contractor")

WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on July 14, 2003 and amended on July 20, 2004, on April 4, 2005, and on May 30, 2006, March 31, 2007, and December 28, 2007, ("Original Agreement"), the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement.;

WHEREAS, the term of the Original Agreement was from September 9, 2003 to terminate on December 31, 2008(the "Original Term");

WHEREAS; the County and the Contractor desire to extend the Original Agreement in order to assure continued service until a new vendor is in operation;

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 Four Hundred, Forty Seven Thousand, Eight Hundred Dollars ($447,800.00); and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original Term shall be extended by one (1) year so that the termination date of the Original Agreement as amended by this Sixth Amendment (the "Amended Agreement"), shall be on or before December 31, 2009.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Seventy Five Thousand Dollars ($75,000.00) so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under this Amended Agreement shall be Five Hundred, Twenty-Two Thousand, Eight Hundred Dollars ($522,800.00).

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.

IN WITNESS WHEREFORE, the parties have executed this Amendment as of the date first above written.

QUEST COMPUTER PRODUCTS, INC.

By: Peter Inglis
Name: Peter Inglis
Title: President
Date:

NASSAU COUNTY

By: Frank X. R
Name: Frank X. R
Title: Deputy County Executive
Date: Jan 15, 2009

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss..
COUNTY OF NASSAU)

On the 25 day of Nov in the year 2008 before me personally came Peter Inglis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Orange; that he or she is the President of Quest Capital Partners 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

Dawn Early
NOTARY PUBLIC

My Commission expires May 22, 2013

DAWN EARLY NOTARY PUBLIC ORANGE COUNTY, NC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 15 day of Jan. in the year 2009 before me personally came Ex. Ryan to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

James D. Collins
NOTARY PUBLIC

JAMES G. COLLINS
NOTARY PUBLIC, State of New York
No. 4881903
Qualified in Nassau County
Commission Expires Dec. 29, 2010

AMENDMENT # 7

AMENDMENT, dated as of June 17, 2009 (together with the appendix and exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1515 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY, (hereinafter referred to as TPVA), having its principal office at 16 Cooper Street, Hempstead, New York 11550, (the "Department") and (ii) QUEST COMPUTER PRODUCTS, Inc . a corporation having its principal office 410-A Millstone Drive, Hillsborough, North Carolina 27278 (the Contractor")

WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003 (the "Original Agreement"), and amended on August 30, 2004, May 17, 2005, July 7, 2006, April 24, 2007, March 18, 2008 and January 15, 2009, the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement and Amendments;

WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement and Prior Amendments, as full compensation for the Services, was Five Hundred, Twenty-Two Thousand, Eight Hundred Dollars ($522,800.00); and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount in the Original Agreement and Amendments shall be increased by Fifty Thousand Dollars ($50,000.00) so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under this Amended Agreement shall be Five Hundred, Seventy-Two Thousand, Eight Hundred Dollars ($572,800.00).

2. Full Force and Effect All the terms and conditions of the Original Agreement and its Amendments 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 WHEREFORE, the parties have executed this Amendment as of the date first above written

QUEST COMPUTER PRODUCTS, INC.

By: _____
Name: Peter Inglis
Title: President
Date: 7/2/09

NASSAU COUNTY

By: _____
Name: FRANCIS W. RYAN
Title: Deputy County Executive
Date: August 20, 2009

PLEASE EXECUTE IN BLUE INK

STATE OF ~~NEW YORK~~ North Carolina)
)ss.:
COUNTY OF ~~NASSAU~~ Orange)

On the 2 day of July in the year 2009 before me personally came Peter Inglis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Orange; that he or she is the President of Quest Capital Funding, 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.

Donna S. Rose
NOTARY PUBLIC

DONNA S. ROSE
NOTARY PUBLIC
PERSON COUNTY, NC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 25th day of August in the year 2009 before me personally came FRANCIS X. RYAN to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument, and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Barbara Conroy
NOTARY PUBLIC

BARBARA CONROY
Notary Public, State of New York
No. 30-4838123
Qualified in Nassau County
Commission Expires November 30, 2011

AMENDMENT #8

AMENDMENT, dated as of November 19, 2009 (together with the appendix and exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1515 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY, (hereinafter referred to as TPVA), having its principal office at 16 Cooper Street, Hempstead, New York 11550, (the "Department") and (ii) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office 410-A Millstone Drive, Hillsborough, North Carolina 27278 (the Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003 (the "Original Agreement"), and amended on August 30, 2004, May 17, 2005, July 7, 2006, April 24, 2007, March 18, 2008, January 15, 2009 and August 25, 2009, the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement.;

WHEREAS, the term of the Original Agreement was from September 9, 2003 to August 31, 2004 with the county, in its sole discretion, having an option to renew for two additional one year terms. The county exercised that option on August 30, 2004, for an additional seven (7) month term to March 31, 2005 and for an additional one (1) year term to March 31, 2006 on May 17, 2005; and then again for another one (1) year term terminating on March 31, 2007. Thereafter, it became necessary to renew for an additional nine months terminating on December 31, 2007 and again for another one (1) year term to December 31, 2008 in order to bridge the gap in time as a new RFP was being issued. A proposal has been accepted and negotiations regarding requirements are in process with TPVA, the Information Technology Department and the new vendor; thus it became necessary to renew this contract for an additional year on January 15, 2009, terminating on December 31, 2009. However, although the contract with the vendor, New Dawn has been approved, it is necessary to renew this contract for an additional eighteen months through June 30, 2011, with an option to terminate on thirty (30) days written notice as the new vendor is not in place and without this contract TPVA will be non-operational

WHEREAS; the County and the Contractor desire to renew the Original Agreement by extending the Original Term to continue to bridge this gap until a new vendor is in operation.

WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement and Prior Amendments, as full compensation for the Services, was Five Hundred, Thirty-Five Thousand, Forty-Three Dollars and Fifty Cents ($535,043.50), and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original Term shall be extended by eighteen (18) months so that the termination date of the Original Agreement as amended by this Eighth Amendment (the "Amended Agreement"), shall be on or before June 30, 2011. However, the County may terminate this Agreement on thirty (30) days written notice.
2. Maximum Amount. The Maximum Amount in the Original Agreement and Amendments shall be increased by Seventy-Five Thousand Dollars ($75,000.00) so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under this Amended Agreement shall be Six Hundred, Ten Thousand, Forty-Three Dollars and Fifty Cents ($610,043.50).
3. Full Force and Effect. All the terms and conditions of the Original Agreement and its Amendments 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 WHEREFORE, the parties have executed this Amendment as of the date first above written.

QUEST COMPUTER PRODUCTS, INC.

By: [signature]
Name: Peter Inglis
Title: President
Date: 11/19/2009

NASSAU COUNTY

By: [signature]
Name: [signature]
Title: Deputy County Executive
Date: Dec 22, 20[illegible]

PLEASE EXECUTE IN BLUE INK

North Carolina
STATE OF ~~NEW YORK~~)
orange ss.
COUNTY OF ~~NASSAU~~)

On the 19 day of NOV in the year 2009 before me personally came Peter Inglis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Orange NC; that he or she is the President of Quest Computer Prod 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.

Frances J. Long
NOTARY PUBLIC

FRANCES J. LONG
NOTARY
PUBLIC
PERSON COUNTY, NC

STATE OF NEW YORK)
)ss:
COUNTY OF NASSAU)

On the 22 day of Dec. in the year 2009 before me personally came Ex. Ryan to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Jane D. Collins
NOTARY PUBLIC

... COLLINS
... State of New York
...03
... County

AMENDMENT # 9

AMENDMENT, dated as of March 28, 2011 (together with the appendix and exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1515 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY, (hereinafter referred to as TPVA), having its principal office at 16 Cooper Street, Hempstead, New York 11550, (the "Department") and (ii) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office 410-A Millstone Drive, Hillsborough, North Carolina 27278 (the Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003 (the "Original Agreement"), and amended on August 30, 2004, May 17, 2005, July 7, 2006, April 24, 2007, March 18, 2008, December 15, 2008, August 25, 2009 and December 22, 2009, the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement.;

WHEREAS, as amended, the original Agreement is scheduled to expire on June 30, 2011;

WHEREAS; the County and the Contractor desire to renew the Original Agreement by extending the term as an interim measure to bridge the gap until our replacement system, currently being customized, is fully implemented and operational;

WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement and Prior Amendments, as full compensation for the Services, was Five Hundred, Seventy-Five Thousand, Forty-Three Dollars and Fifty Cents ($575,043.50); and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original Term shall be extended by eighteen (18) months so that the termination date of the Original Agreement as amended by this Ninth Amendment (the "Amended Agreement"), shall be on or before December 31, 2012. However, the County may terminate this Agreement on thirty (30) days written notice.
2. Maximum Amount. The Maximum Amount in the Original Agreement and Amendments shall be increased by Seventy-Five Thousand Dollars ($75,000.00) so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under this Amended Agreement shall be Six Hundred, Fifty Thousand, Forty-Three Dollars and Fifty Cents ($650,043.50).

NORTH CAROLINA

STATE OF ~~NEW YORK~~)

)ss.:

COUNTY OF ~~NASSAU~~)
ORANGE

On the 29th day of March in the year 20~~0~~1 before me personally came Peter Inglis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Guilford; that he or she is the President of Quest Computer Products 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.

Debra S. Miller
NOTARY PUBLIC
My Commission expires: April 28 2013

DEBRA S. MILLER
NOTARY
PUBLIC
ORANGE COUNTY, N.C.

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 20th day of July in the year 20~~0~~1 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 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.

Doreen R. Pennica
NOTARY PUBLIC

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/20~~0~~1

AMENDMENT # 10

AMENDMENT, dated as of July 13, 2012 (together with the appendix and exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1515 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY, (hereinafter referred to as TPVA), having its principal office at 16 Cooper Street, Hempstead, New York 11550, (the "Department") and (ii) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office 807 Westbourne Grove Ct., Colfax, North Carolina 27235 (the Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003 (the "Original Agreement"), and amended on August 30, 2004, May 17, 2005, July 7, 2006, April 24, 2007, March 18, 2008, December 15, 2008, August 25, 2009, December 22, 2009 and July 20, 2011, the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement.:

WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement and Prior Amendments, as full compensation for the Services, was Six Hundred, Fifty Thousand, Forty-Three Dollars and Fifty Cents ($650,043.50); and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows.

1. Maximum Amount. The Maximum Amount in the Original Agreement and Amendments shall be increased by Seventy-Five Thousand Dollars ($75,000.00) so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under this Amended Agreement shall be Seven Hundred, Twenty-Five Thousand, Forty-Three Dollars and Fifty Cents ($725,043.50).

2. Full Force and Effect. All the terms and conditions of the Original Agreement and its Amendments 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.

STATE OF ~~NEW YORK~~)

)ss.:

COUNTY OF ~~NASSAU~~)

On the 15 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 the _____ of _____; the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

_____

NOTARY PUBLIC

My Commission Expires May 21, 2016

RUTH A. STANFIELD NOTARY PUBLIC FORSYTH COUNTY, NC

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 17 day of October in the year 2012 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 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

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

AMENDMENT # 11

AMENDMENT, dated as of October 24, 2012 (together with the appendix and exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1515 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY, (hereinafter referred to as TPVA), having its principal office at 16 Cooper Street, Hempstead, New York 11550, (the "Department") and (ii) QUEST COMPUTER PRODUCTS, Inc.. a corporation having its principal office at 807 Westbourne Grove Ct., Colfax, North Carolina 27235 (the Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003 (the "Original Agreement"), and amended on August 30, 2004, May 17, 2005, July 7, 2006, April 24, 2007, March 18, 2008, December 15, 2008, August 25, 2009, December 22, 2009, July 20, 2011 and October 20, 2012 the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement.;

WHEREAS, as amended, the original Agreement is scheduled to expire on December 31, 2012;

WHEREAS; the County and the Contractor desire to renew the Original Agreement by extending the term as a result of the decision to terminate the New Dawn Project (replacement software system), we wish to continue support for this application under the current terms; and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original Term shall be extended by one (1) year so that the termination date of the Original Agreement as amended by this Eleventh Amendment (the "Amended Agreement"), shall be on or before December 31, 2013. However, the County may terminate this Agreement on thirty (30) days written notice.

2. Full Force and Effect. All the terms and conditions of the Original Agreement and its Amendments 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 WHEREFORE, the parties have executed this Amendment as of the date first above written

QUEST COMPUTER PRODUCTS, INC.

By: Peter Inglis
Name: Peter Inglis
Title: President
Date: 10/27/15

NASSAU COUNTY

By:
Name: Richard E. Nicolai
Title: County Executive
Date: 11/4/15

PLEASE EXECUTE IN BLUE INK

STATE OF NC)
)ss.:
COUNTY OF Forsyth

On the 25th day of October in the year 2012 before me personally came Peter Ingo to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Guilford; that he or she is the President of Quest Computer Facility 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.

Ruth A Stanfield
NOTARY PUBLIC
My Commission Expires May 01, 2016

RUTH A. STANFIELD NOTARY PUBLIC FORSYTH COUNTY, NC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 14 day of January in the year 2013 before me personally came Richard K. McCrea to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A Petrucci
NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6239026
Qualified in Nassau County
Commission Expires April 02, 2016

2 Services. The services to be provided by the Contractor under this Agreement shall consist of the upgrade, enhancement and red light camera integration of the CompuCourt software (the "System") for the office of the Nassau County Traffic and Parking Violations Agency (TPVA). Such services are more fully described and itemized in the SOW. Such Services shall include deliverables ("Deliverables") as defined in the attached SOW, and shall also include annual maintenance and technical support. The Contractor shall have the right to promptly cure any defects with regard to any Deliverable within a commercially reasonable time to ensure continued and uninterrupted service. This right to cure shall survive the termination of the contract. In the event of a conflict between this Agreement and the SOW, this Agreement shall control. The responsibilities, resources, and Equipment required to support the SOW is attached hereto as Appendix B.

3. Payment. (a) Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Million Five Hundred Twenty-Two Thousand Eight Hundred Five and 00/100 Dollars ($1,522,805.00), so that the maximum amount that the County shall pay the Contractor as full consideration for all Services, inclusive of subsequent optional maintenance and support, provided under this Amended Agreement ("Amended Agreement") shall not exceed Two Million Two Hundred Forty-Seven Thousand Eight Hundred Forty Eight and 50/100 Dollars ($2,247,848.50) for the term of the Original Agreement (the "Amended Maximum Amount")

(b) Upon the expiration of the Term, this Agreement may be renewed for Maintenance and Support services on an annual basis for up to five (5) one year periods ("Maintenance Period" or "Maintenance Periods"). In the event this Agreement is extended for any Maintenance Period, the encumbrances against the maximum amount will be as follows:

(b) Upon the expiration of the Term, this Agreement may be renewed for Maintenance and Support services on an annual basis for up to five (5) one year periods ("Maintenance Period" or "Maintenance Periods"). In the event this Agreement is extended for any Maintenance Period, the encumbrances against the maximum amount will be as follows:

Annual Maintenance Cost	$ 127,000.00
Year 1 Encumbrance	$1,739,848.50
Year 2 Encumbrance	$1,866,848.50
Year 3 Encumbrance	$1,993,848.50
Year 4 Encumbrance	$2,120,848.50
Year 5 Encumbrance	$2,247,848.50

(c) In the event this Agreement is not renewed for any Maintenance Period, the maximum amount will be capped at One Million Six Hundred Twelve Thousand Eight Hundred Forty-Eight and 50/100 Dollars ($1,612,848.50)

(c) In the event this Agreement is not renewed for any Maintenance Period, the maximum amount will be capped at One Million Six Hundred Twelve Thousand Eight Hundred Forty-Eight and 50/100 Dollars ($1,612,848.50)

(d) Schedule of Software License, Maintenance and Service Fees. The Software License Fees, Maintenance Fees, and Service Fees are itemized as follows:

AMENDMENT # 12

THIS AMENDMENT, dated as of August 15, 2013 (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 Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Quest Computer Products, Inc. having its principal office at 807 Westbourne Grove Court, Colfax, North Carolina 27235 (the "Contractor")

WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003, and subsequently amended on August 30, 2004, May 17, 2005, July 7, 2006, April 24, 2007, March 18, 2008, December 15, 2008, August 25, 2009, December 22, 2009, July 20, 2011, October 17, 2012 and January 14, 2013 (the "Original Agreement"), the Contractor performs certain services for the County in connection with professional data processes, related engineering services and software enhancement services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement, as amended, is from September 9, 2003 until December 31, 2013 (the "Original Term"); and

WHEREAS, the maximum amount, as amended, that the County agreed to pay the Contractor for Services under the Original Agreement, as full compensation for the Services, was Seven Hundred Twenty Five Thousand Forty-Three and 50/100 Dollars ($725,043.50) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to amend the Original Agreement; and

WHEREAS, the services contemplated by this Agreement are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term. The Original Term shall be extended until the Completion of Services, as defined in the Statement of Work (the "SOW") attached hereto as Appendix A, or for a period of two (2) years from the execution of this amendment, whichever is sooner, unless terminated sooner in accordance with the provisions of the Original Agreement. Notwithstanding the foregoing, the County may at its option and in its sole discretion, renew the Agreement for maintenance and support services on an annual basis for up to five (5) one year periods under the same terms and conditions in accordance with the provisions of the Original Agreement and this Amendment (the "Agreement")

(i) Software License Fees

Software License Fee Schedule			
DESCRIPTION	DUE DATE	% OF FEE / FEE DESCRIPTION	LICENSE FEES
OAS Application Server (includes .NET Data Provider, JAVA connectors, SSRS connection) & DesignBals Developer & OAS Application Server	OAS software installation	First 50% of OAS Software License Fee	$80,000.00
	Delivery and Acceptance of Phase II Deliverables	Second 50% of OAS Software License Fee	$80,000.00
		Total: OAS Software License Fee	**$160,000.00**

(ii) Maintenance Fees

Maintenance Fee Schedule			
DESCRIPTION	DUE DATE	FEE DESCRIPTION	LICENSE FEES
Annual Maintenance & Upgraded CompuCourt Annual Maintenance	Delivery and Acceptance of Phase II Deliverables	OAS Application Server Annual Maintenance	$32,000.00
	CompuCourt Maintenance will be maintained throughout the project and renewed annually	Upgraded CompuCurt Annual Maintenance	$95,000.00
		Total: Annual Maintenance	**$127,000.00**

a. Annual maintenance includes technical support, bug fixes and product releases. Product releases include updates to the products that are made available for general release.

b. CompuCourt maintenance begins on April 1 each year and ends on March 31 of the following year (current CompuCourt maintenance in the amount of $85,533.87 has already been paid by the County and received by the Contractor pursuant to contract CNTEGST37111 for the period commencing on 04/01/2013 and ends on 03/31/2014).

c. CompuCourt maintenance will be paid out of contract CNTEGST37111 until completion of the services ("Go-Live") defined in the SOW.

d. After Go-Live, the CompuCourt annual maintenance fee will be $95,000 per year.

e The OAS Application Server Annual Maintenance may be prorated to co-term with the CompuCourt annual maintenance

(iii) Service Fees

CompuCourt Upgrade Deliverables Phase I Service Fee Schedule			
DESCRIPTION	**DUE DATE**	**% OF FEE / FEE DESCRIPTION**	**LICENSE FEES**
CompuCourt Upgrade Phase I	Commencement of Phase I	40% of Service Fees for Phase I	$50,600.00
	Delivery of Phase I (a working staging mechanism based on the transaction logger file and data loading into Oracle)	30 % of Service Fees for Phase I	$37,950.00
	Acceptance of Phase I Deliverables by Client	30 % of Service Fees for Phase I	$37,950.00
	Total: CompuCourt Upgrade Phase I		**$126,600.00**

a. CompuCourt Data Conversion to Oracle Server: All data files normalized.

CompuCourt Upgrade Deliverables Phase II Service Fee Schedule			
DESCRIPTION	**DUE DATE**	**% OF FEE / FEE DESCRIPTION**	**LICENSE FEES**
CompuCourt Upgrade Phase II	Commencement of Phase II	25% of Service Fees for Phase II	$89,375.00
	Delivery of Phase II (all CompuCourt programs converted to OAS / Oracle RDBMS eliminating the need for UniVerse, all CompuCourt legacy screens converted to browser screens & Section I, Phase II Enhancements)	50% of Service Fees for Phase II	$178,750.00
	Acceptance of Phase II Deliverables by Client	25% of Service Fees for Phase II	$89,375.00
	Total: CompuCourt Upgrade Phase II		**$357,500.00**

a Re-design and development of CompuCourt to browser screens

b CompuCourt Application Programs Conversion to Oracle

c. Mixed Currency Enhancement.

d. System Security Enhancements

	Total: CompuCourt Upgrade Phases I & II	**$484,000.00**

CompuCourt Enhancement Deliverables Service Fee Schedule			
DESCRIPTION	**DUE DATE**	**% OF FEE / FEE DESCRIPTION**	**LICENSE FEES**
CompuCourt Enhancement Deliverables	Commencement of CompuCourt Enhancement Deliverable SOW	25% of Service Fees	$51,826.25
	Delivery of CompuCourt Enhancement Deliverables SOW Deliverables	50% of Service Fees	$103,652.50
	Acceptance by County of CompuCourt Enhancement Deliverables SOW Deliverables	25% of Service Fees	$51,826.25
	Total: CompuCourt Enhancement Deliverables		**$207,305.00**

a. Listed below is a breakdown of the CompuCourt enhancements and the fee for each:

DESCRIPTION	FEE
Customer Self Service	$19,200
Default Judgments	$11,200
Tiered Fines	$7,200
CompuCourt Reports & Letters Conversions	
• 8 Standard CompuCourt Reports	$23,480
• CompuCourt Letters	$12,800
• Batch Letters	$8,250
Parameter Driven Event	$4,800
Bar Code on all Letters	$5,600
Automated Scan & Eliminate Need for Calendar Sheets	$51,200
Address History	$12,375
Court Calendars	$51,200
Total Services for CompuCourt Enhancement Deliverables	**$207,305**

Red Light Camera Integration Service Fee Schedule			
DESCRIPTION	**DUE DATE**	**% OF FEE / FEE DESCRIPTION**	**LICENSE FEES**
Red Light Camera Integration	Commencement of Red Light Camera Integration SOW	25% of Service Fees	$9,125.00
	Delivery of Red Light Camera Integration SOW Deliverables	50% of Service Fees	$18,250.00
	Acceptance by County of Red Light Camera Integration SOW Deliverables	25% of Service Fees	$9,125.00
	Total: Red Light Camera Integration		**$36,500.00**

Total: All Service Fees (CompuCourt Upgrade Deliverables, CompuCourt Enhancement Deliverables & Red Light Camera Integration	**$727,805.00**

(e) Encumbrance. The Contractor understands that only Eight Hundred Eighty-Seven Thousand Eight Hundred Five Dollars ($887,805.00) is encumbered at this time under this Amendment for Services so that the total encumbrance against the Maximum Amount shall be One Million Six Hundred Twelve Thousand Eight Hundred Forty-Eight and 50/100 Dollars ($1,612,848.50) (the "Amended Encumbered Amount"). The Amended Encumbered Amount shall be paid in accordance with the completion of deliverables as set forth in the SOW attached hereto as Appendix A. The Contractor is cautioned not to perform services that would cause billings to exceed this amount unless additional funds are encumbered pursuant to the Original Agreement. The County shall not be liable for payment of any amounts which have not been encumbered and approved for this agreement by the County Comptroller.

(f) 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. Project Managers / Liaisons. Both parties shall assign a staff member to serve as the Project Manager/Liaison, who shall be the primary point of operational contact for this Agreement. The Project Managers will answer technical and analytical questions and will provide all required project approvals within their reasonable control.

5 Staffing and Personnel. The County reserves the right to review and to request changes to the members of the Contractor's staff assigned to deliver Services under this Agreement. The Contractor may reassign staff in the event of a bona fide promotion, illness, family leave, disability, physical incapacitation, termination of employment, inability to perform duties, or other circumstances beyond the Contractor's reasonable control. The County shall have the right, in its absolute discretion, to require the removal of the Contractor's personnel at any level assigned to the performance of the Services or Work, if the County considers such removal necessary, in the best

interests of the project and requests such removal in writing. Such personnel shall be promptly removed from the project by the Contractor at no cost or expense to the County. Further, an employee who is removed from the project for any reason shall not be re-employed on the Project

6. Financial Deterioration of Vendor. In the event the Contractor, its assignees or successor, at any point during the continued installation and operation of the products acquired under this Agreement, becomes insolvent, ceases to exist as a business entity or for any reason fails to continue to support its proprietary software, the Contractor will (i) make provision for the continued support under the same terms and conditions or (ii) provide the County with the source code and all associated updates, modifications and other materials (including, but not limited to, schematics or flow charts, system documentation, program procedures, build procedures, descriptions of operation, programmer notes, testing data, custom or special compilers) required to understand the design, structure and implementation of the said proprietary software, at no expense to the County

7. Subcontracting.

(a) Due to the complexity of upgrades and enhancements to the System, the following subcontractors have been pre- approved by the County and shall act as Contractor Agents for the provision of certain Services under this Agreement:

(i) Onsystex
2002 Summit Blvd
Suite 300
Atlanta, GA 30319

Onsystex--As a Contractor Agent, subcontractor will use the CompuCourt business rules and logic to provide a foundation to upgrade to a commercial web application using the Onsystex Application Server (OAS) suite. Quest uses the Onsystex tools package to extend the multi-value language to run with more current technologies allowing the County's Upgraded CompuCourt application to reside on the County's Oracle system providing full integration to recognized languages such as .NET and JAVA, Business Intelligent tools and other County Oracle and SQL applications.

(ii) Auctor Corporation
9225 Priority Way West Drive
Suite 390
Indianapolis, IN 46240

Auctor Corporation – As a Contractor Agent, this subcontractor will work under the direction of Quest to assist in the upgrade of CompuCourt program modules to a browser based CompuCourt application that will be converted from the UniVerse legacy environment to the County standard Oracle Relational Database Management System. They will provide application analyst expertise and additional programming resources to Quest

(b) The Services provided by the Contractor Agents will commence upon execution of this amendment As Contractor Agents, Onsystex and Auctor Corporation shall be compensated directly by the Contractor

(c) Notwithstanding the above provision, the Contractor shall not further subcontract any portion of the work without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported subcontracting without such prior written consent shall be null and void.

(d) Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement. Contractor shall be primarily liable even when using subcontractors, independent contractors, consortiums or partners to perform some or all of the work contemplated by this Agreement, and regardless of whether the use of such partners or subcontractors have been approved.

(e) Nothing contained in this Agreement or otherwise shall create any contractual relation between the County and any subcontractors. Contractor agrees to be as fully responsible to the County for the direct and indirect acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor and shall indemnify and hold harmless the County for any and all acts and / or omissions of their Contractor Agents, subcontractors, independent contractors, consortiums, or partners.

(f) Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to Contractor As a result, the County shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor

(g) 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.

(h) The Contractor Agents will be required to provide the County with an Owner and Management Disclosure.

8 Inspection of Services. All Services shall be subject to inspection by the County to the extent practicable at any reasonable time and place Any inspection by the County shall be performed in such a manner as not to unduly delay performance of Services.

9. Protection of Proprietary Information. (a) The parties further acknowledge that in the course of this Agreement each may have access to and/or be in possession of proprietary information of the other party ("Proprietary Information"). Each party agrees to use the Proprietary Information of the other party solely for the purposes of this Agreement, and will not disclose such Proprietary Information to any third party without the other party's consent Each party shall maintain the Proprietery Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary information, but in no event less than a reasonable degree of care Provided that the receiving party shall have met the foregoing standard of care.

The foregoing shall not prohibit or limit any party's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third

party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. Neither party shall use the Proprietary Information of the other party for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. A receiving party also may disclose Proprietary Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and County relating to Contractor's Services for County or this Agreement.

(b) Non-Disclosure Agreement (NDA). In furtherance of this Section, all Contractor employees shall execute a nondisclosure agreement provided by the Department prior to commencement of work under this Agreement

10. Warranties. The Contractor hereby warrants the following.

(a) The County shall have the benefit of all manufacturers' standard commercial warranties for individual Deliverables, if any

(b) Project Personnel. All personnel utilized by the Contractor in connection with fulfilling its obligations pursuant to or arising from this Agreement (the "Project Personnel") shall be employees of the Contractor or, if applicable, the Contractor Agents or Contractor's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable state, federal, and local laws relating to employees generally, including, without limitation, immigration laws.

(c) Media Defects. The media on which the licensed software is provided shall, at the time of delivery and installation, be free of defects in material and workmanship

(d) Pass-Through of Warranties. The Contractor hereby passes through the benefits of all third-party warranties that it receives in connection with any product provided to the County.

(e) Free and Clear Title. The Contractor has free and clear title (including all proprietary rights) to any property licensed hereunder (other than embedded third-party software) and that it has the right to license, transfer, or assign any and all software products that are licensed, transferred, or otherwise provided hereunder. The Contractor shall not create or permit the creation of any lien, encumbrance, or security interest in any product sold, rented, leased, or licensed hereunder. The Contractor represents and warrants that, to its knowledge, as advised by counsel, the licensed software, and all related source code and documentation, do not infringe any patent, copyright, trademark, trade secret, or any other intellectual property interest owned or controlled by any other person or third party.

(f) The warranties set forth herein shall survive any termination of this Agreement in accordance with the stated warranty term(s)

11. System License.

(a) Use License. Upon (i) delivery by the Contractor of the System in accordance with this Agreement and (ii) acceptance by the County and payment therefore, the Contractor hereby grants to the County a license to use the System (including, without limitation, all modules delivered and installed by the Contractor and

accepted and paid for by the County) for the County's internal use, subject to the restrictions on use set forth herein. Upon delivery of all project milestones by the Contractor, and acceptance of all project milestones and payment of all license fees to the Contractor by the County, the Contractor's license granted herein shall be inclusive of all System components and modules as listed in the SOWs, required to be delivered by the Contractor throughout the project.

(b) Restrictions. Unless otherwise expressly set forth in this Agreement or otherwise agreed in writing by the Contractor, the County shall not (i) reverse engineer, de-compile, or disassemble any portion of the software licensed hereunder or (ii) sublicense, transfer, rent, or lease the System, or any part thereof, or its usage.

(c) Copies. The County may make and maintain such copies of the licensed System as is reasonably appropriate for its use of the System and for archival and backup purposes; provided, however, that the County shall retain all proprietary notices, logos, copyright notices, and similar markings on such copies.

(d) Third-Party Software. The license grant set forth in this Section includes the right to use any third-party software whether or not described as part of the System; provided, however, that access to and use of such third-party software shall be according to the terms, conditions, and licenses as are imposed by the manufacturers and/or third-party licensors of such third-party software. All such fees and / or licensing fees for third-party software shall be included in the License Fee. The Contractor shall pass through to the County any and all warranties granted to the Contractor by the owners, licensors, and/or distributors of such third-party software.

12. Acceptance.

If the County reasonably determines that a Deliverable materially fails to meet the specifications and/or other acceptance criteria mutually agreed upon by the parties, the County shall (a) within fifteen (15) business days after the delivery by the Contractor of such Deliverable, notify the Contractor in writing of such failure, and (b) specify in reasonable detail the nature and extent of such failure. Upon receipt of such notice, the Contractor shall make such adjustments, modifications or revisions as are necessary to cause such Deliverable to so meet the specifications and/or other acceptance criteria mutually agreed upon by the parties within fourteen (14) days, and either: (i) in the case of a non-software Deliverable, re-submit such Deliverable to the County for the County's review; or (ii) in the case of a Deliverable that comprises software, notify the County that such Deliverable is ready for re-testing. At such time as such a Deliverable so meets such specifications and/or other acceptance criteria the County shall issue a writing indicating its acceptance of such Deliverable.

13. Software Escrow Account.

(a) Within thirty (30) days of the execution of this Agreement, the Contractor shall (i) enter into and shall maintain in full force and effect a Source Code Escrow Agreement with an escrow agent ("Escrow Agent"), and (ii) ensure that the decryption key for all source code and related documentation for the System is under escrow deposit pursuant to said escrow agreement. The Contractor shall provide thirty (30) days prior written notice of a change of Contractor's Escrow Agent. The escrow agreement will provide materially the same terms and conditions as follows:

(i) All source code and related documentation must be encrypted and contained within the system.

(ii) The decryption key for all source code and related documentation must be held by the Escrow Agent in trust for the County;

(iii) All updates must be encrypted as they are issued,

(iv) The Escrow Agent shall verify deposit of the decryption key for the source code and all updates and so notify the County;

(v) If the Contractor, its assignees or successor (i) becomes insolvent or ceases to exist as a business entity, the County shall have the right to so certify to the Escrow Agent and to direct the Escrow Agent to provide the County with a the decryption key for the source code and commentary for the installed release level of the product utilized by the County. All source code materials granted under this clause shall be maintained subject to the confidentiality provisions of this Agreement and shall be used solely for the internal business purposes of the County. Title to any source code released to the County remains the property of the Contractor.

(b) Release Procedure Upon the occurrence of all of the circumstances set forth in iv above, the following procedures shall be followed:

(i) The Licensee ("County") shall provide written notice ("Demand Notice") to both the Escrow Agent and the Licensor ("Contractor"), along with a copy of the Licensee's notice to the Licensor of the failure to perform and cure the specified material breach as required by this Agreement.

(ii) Upon receipt of a proper Demand Notice, the Licensor has thirty (30) days to make a written objection ("Objection Notice") to the Licensee and the Escrow Agent that states it is the Licensor's good faith belief that all the circumstances stated in this Agreement have not occurred or have been timely cured

(iii) If the Escrow Agent receives a proper Objection Notice from the Licensor, then the Confidential Materials will not be released until the Escrow Agent receives either (i) a written agreement signed by the Licensor and Licensee authorizing release or (ii) a court order from a court of competent jurisdiction requiring release. The release shall be in accordance with the written agreement or the court order.

(c) The Contractor certifies that it has deposited the decryption key for all source code and related documentation and hereafter will maintain a current copy of all source code related to the System, including current commentary, within the system and agrees to adhere to the obligations set forth in the agreement between the Escrow Agent and the Contractor as required hereby It is agreed that the Contractor shall provide to the County all information necessary for the County to comply with registration requirements, if any, of the Escrow Agent.

(d) The Contractor shall pay all fees, expenses and costs, if any, related to the Escrow Agent, account and agreement

14. Right to Deliverables

(a) For purposes of this Agreement, (i) "Technology" means works of authorship, materials, information and other intellectual property, (ii) "Contractor Technology" means all Technology created prior to or independently of the performance of the Services, or created by the Contractor or its subcontractors for their use in performing the Services; any modification and enhancements made to the licensed software will be owned by the Licensor, any modifications made to non-licensed software or derivative works not covered by the licensed software will be owned by the County and (iii) "Deliverables" means all Technology that the Contractor or its subcontractors create for delivery to the County as a result of the Services.

(b) Upon full and final payment to the Contractor hereunder, and subject to all other terms and conditions herein, the Contractor hereby (i) assigns to the County all rights in and to the Deliverables, except to the extent they include any Contractor Technology; and (ii) grants to the County the right to use, for the County's internal business purposes, any Contractor Technology included in the Deliverables in connection with its use of the Deliverables.

15. Ownership of Manuals, County Data.

(a) Training Materials; Manuals. All training materials or other manuals developed solely by the Vendor in connection with this Agreement shall be the sole property of the County. All training materials or other manuals developed jointly by the parties shall be owned jointly by the parties, and each party shall be entitled to exercise all rights of ownership of such materials without any duty to account to the other, subject to the confidentiality obligations set forth in this Agreement.

(b) County Data. All County data (including, without limitation, all content in any media or format entered into, stored in, and/or susceptible to retrieval from the County's computer systems) shall remain the property of the County. The Contractor shall not use the County data other than in connection with providing the Services pursuant to and in accordance with this Agreement.

16. Patent/Copyright Claims.

(a) The Contractor shall indemnify and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any claim for any infringement by the Deliverables of any U.S. copyright, trade secrets, trademark or existing U.S. patent rights. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit (ii) the opportunity to take over, settle, defend such action, claim or suit at the Contractor's sole expense and discretion and (iii) assistance in the defense of any such action at the expense of the Contractor.

(b) In addition to the foregoing, if the use of any Deliverable(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined the Contractor shall have the right, at its own expense and sole discretion to take any of the following actions: (i) to procure for the County the right to continue using such Deliverable(s) or part (s) thereof, as applicable (ii) to modify the Deliverable so that it becomes non-infringing and of at least equal quality and performance; or (iii) to replace said Deliverable(s) or part(s) thereof, as applicable, with non-infringing Deliverable(s) or

at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor under this Agreement for the infringing Deliverable(s)

(c) The provisions of this Section shall survive termination of the Agreement.

17. Insurance (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars ($2,000,000.00) per claim and four million dollars ($4,000,000.00) in the aggregate, and (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, 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.

18. 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.

19. Change Orders. (a) Change Order Requirement. A Change Order shall be required to authorize an amendment of the Agreement in either scope, term and/or dollar value A Change Order request shall be initiated by the Contractor or the County No work requested in the Change Order may be performed until the Change Order is approved by the designated County committee and, if necessary, by the County Legislature.

(b) Contents of Change Order Requests A separate Change Order Request must be completed for each requested change. The Change Order submitted must clearly state the scope of work requested, the rationale for the change, the responsible parties that will perform the work, a dollar amount of the costs of the request, net agreement impact including the impact on the project schedule, and the appropriate approval signatures. The Change Order Request must also specify any changes to the completion deadlines specified in the attached SOW for each of the milestones specified in that Section.

(c) Change Order Procedure The County's Project Manager shall be responsible for processing all Change Order Requests The time for review and designation of the Change Order Request as either accepted or rejected shall not exceed fifteen (15) days for either the County or the Contractor, unless an extension on time is mutually agreed upon by the parties

(d) The Contractor's Project Manager shall be responsible for including all pricing and schedule impact information in every Change Order Request. The Contractor shall be responsible for maintaining documented amendments denoting any changes agreed upon with the County

(e) Contract Change Order Designated County Committee Approval All Change Order requests must be approved in writing by all members of the designated County committee.

(f) Legislative Approval Any Change Order Request that either (i) increases the total amount payable under this Agreement, or (ii) that extends the duration of the Agreement longer than one (1) year shall be subject to approval by the Nassau County Legislature

20. 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.

21. All Legal Provisions Deemed Included; Severability; Supremacy. (a) 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.

22. Force Majeure. Neither party shall be liable for failure to fulfill its obligations under this Agreement if that failure is caused, directly or indirectly, by flood, communications failure, extreme weather, fire, mud slide, earthquake, or other natural calamity or act of God, interruption in water, electricity, riots, civil disorders, rebellions or revolutions, acts of governmental agencies, quarantines, embargoes, malicious acts of third parties, acts of terrorism, labor disputes affecting vendors, contractors or subcontractors and for which the party claiming force majeure is not responsible, or any other similar cause beyond the reasonable control of that party.

23. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Contractor and the County have executed this Amendment as of the date first above written.

QUEST COMPUTER PRODUCTS, INC.

By: _____

Name: Peter Inglis

Title: President

Date: 8/12/13

NASSAU COUNTY

By: _____

Name: Richard R. Walker

Title: Deputy County Executive

Date: 11/13/14

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA)

) ss.

COUNTY OF FORSYTH)

On the 12 day of August in the year 2013 before me personally came Peter Inglis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Guilford; that he or she is the President of Quest Computer Products Inc, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Cristina Ojeda Nov 16, 2017

NOTARY PUBLIC

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 13 day of January in the year 2014 before me personally came Richard K 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 a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6485026
Qualified in Nassau County
Commission Expires April 02, 2016

AMENDMENT # 13

AMENDMENT, dated as of February 26, 2014 (together with the appendix and exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1515 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY, (hereinafter referred to as TPVA), having its principal office at 16 Cooper Street, Hempstead, New York 11550, (the "Department") and (ii) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office 807 Westbourne Grove Ct., Colfax, North Carolina 27235 (the Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003 (the "Original Agreement"), and amended on August 30, 2004, May 17, 2005, July 7, 2006, April 24, 2007, March 18, 2008, December 15, 2008, August 25, 2009, December 22, 2009, July 20, 2011, October 17, 2012, January 14, 2013 and January 13, 2014 the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement.;

WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement and Prior Amendments, as full compensation for the Services, was Two Million Two Hundred Forty-Seven Thousand Eight Hundred Forty Eight and 50/100 Dollars ($2,247,848.50) (the "Maximum Amount"); and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount The Maximum Amount in the Original Agreement and Amendments shall be increased by Seventy-Five Thousand Dollars ($75,000.00) so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under this Amended Agreement shall not exceed Two Million Three Hundred Twenty-Two Thousand Eight Hundred Forty Eight and 50/100 Dollars ($2,322,848.50).

2 Full Force and Effect All the terms and conditions of the Original Agreement and its Amendments 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 WHEREFORE, the parties have executed this Amendment as of the date first above written.

QUEST COMPUTER PRODUCTS, INC

By: Peter Inglis
Name: Peter Inglis
Title: President
Date: 2/27/14

NASSAU COUNTY

By:
Name:
Title: County Executive
Date: 3/4/14

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA)
)ss.:
COUNTY OF ~~GUILFORD~~)

On the 20 day of [illegible] in the year 201[illegible] before me personally came [illegible] to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [illegible]; that he or she is the [illegible] of [illegible], 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.

[illegible]
NOTARY PUBLIC

CRISTINA GALE
NOTARY PUBLIC
My Commission Expires
11/26/2017
FORSYTH COUNTY, NC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 7 day of May in the year 201[illegible] before me personally came [illegible] to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [illegible]; 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.

[illegible]
NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6252628
Qualified in Nassau County
Commission Expires April 03, 20[illegible]

AMENDMENT # 14

AMENDMENT, dated as of January 30, 2015 (together with the appendix and exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1515 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY, (hereinafter referred to as TPVA), having its principal office at 16 Cooper Street, Hempstead, New York 11550, (the "Department") and (ii) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office 807 Westbourne Grove Ct., Colfax, North Carolina 27235 (the Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003 (the "Original Agreement"), and amended on August 30, 2004, May 17, 2005, July 7, 2006, April 24, 2007, March 18, 2008, December 15, 2008, August 25, 2009, December 22, 2009, July 20, 2011, October 17, 2012, January 14, 2013, January 13, 2014 and May 7, 2014 the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement.;

WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement and Prior Amendments, as full compensation for the Services, was Two Million Two Hundred Forty-Seven Thousand Eight Hundred Forty- Eight and 50/100 Dollars ($2,322,848.50) (the "Maximum Amount"); and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount in the Original Agreement and Amendments shall be increased by Seventy-Five Thousand Dollars ($75,000.00) so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under this Amended Agreement shall not exceed Two Million Three Hundred Ninety-Seven Thousand Eight Hundred Forty-Eight and 50/100 Dollars ($2,397,848.50)

2. Full Force and Effect All the terms and conditions of the Original Agreement and its Amendments 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 WHEREFORE, the parties have executed this Amendment as of the date first above written.

QUEST COMPUTER PRODUCTS, INC

By: _____
Name: Peter Inglis
Title: President
Date: 2/3/15

NASSAU COUNTY

By: _____
Name: Edward Mangano
Title: County Executive
Date: 2/3/15

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA)
)ss.:
COUNTY OF GUILFORD)

On the 1st day of [illegible] in the year 2015 before me personally came [illegible] to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [illegible]; that he or she is the [illegible] of [illegible], 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.

[illegible]
NOTARY PUBLIC

STEVEN J. BOWERS
NOTARY PUBLIC
CATAWBA COUNTY, NC
MY COMMISSION EXPIRES SEPTEMBER 20, 2015

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 13 day of June in the year 2015 before me personally came [illegible] to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [illegible]; 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.

[illegible]
NOTARY PUBLIC

[illegible]

Quest Computer Products, Inc.
807 Westbourne Grove Ct.
Colfax, NC 27235

January 29, 2016

Mary Mahoney
Nassau County Information Technologies
240 Old Country Road
Mineola, NY 11501

Peter Inglis is the sole owner and only officer of Quest Computer Products, Inc. A sub-chapter S Corporation registered in the state of North Carolina under Federal I.D. number 56-1853189. Quest Computer Products, Inc. has been a supplier of public sector software since 1985.

Peter Inglis,

Peter Inglis

President,
Quest Computer Products, Inc.

E-113-16

RULES RESOLUTION NO. 12-2016

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 TRAFFIC & PARKING VIOLATIONS AGENCY, AND QUEST COMPUTER PRODUCTS, INC.

Passed by the Rules Committee
of the County Legislature
on 5-23-16
Y 9 abstained 3 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Quest Computer Products, Inc. ("Quest") for enhancements and modification services for the Traffic & Parking Violations Agency's CompuCourt System, 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 this amendment to the agreement with Quest.

Amendment #15

THIS AMENDMENT dated as of the date of execution by the County (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 Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Quest Computer Products, Inc., having its principal office at 807 Westbourne Grove Court, Colfax, North Carolina 27235 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003, (the "Original Agreement") and subsequently amended on August 30, 2004, May 17, 2005, July 7, 2006, April 24, 2007, March 18, 2008, December 15, 2008, August 25, 2009, December 22, 2009, July 20, 2011, October 17, 2012, January 14, 2013, January 13, 2014, May 7, 2014 and June 23, 2015, the Contractor performs certain services for the County in connection with professional data processes, related engineering services and software enhancement services, which services are more fully described in the Original Agreement (the "Services"); and

WHEREAS, the term of the Original Agreement, as amended, was from September 9, 2003 through January 12, 2016,(the "Original Term"); and

WHEREAS, the County and the Contractor desire to extend the Original Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the services contemplated by this Amendment are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term. The Original Term shall be extended until the Completion of Services, as defined in the Statement of Work (the "SOW") Appendix A attached to the Original Agreement and Amendments thereafter, or for a period of two (2) years, whichever is sooner, so that the termination date of the Original Agreement, as amended herein (the "Amended Agreement"), shall be no later than January 12, 2018 (the "Amended Term"), unless terminated sooner in accordance with the provisions of the Original Agreement. The County retains the option, upon expiration of the Amended Term, to renew the Amended Agreement for maintenance and support services on an annual basis for up to five (5) one (1) year periods in accordance with the provisions of the Original Agreement.

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended herein 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 Contractor and the County have executed this Amendment as of the date first above written.

QUEST COMPUTER PRODUCTS, INC.

By: _____

Name: Peter L. Ingels

Title: President

Date: 1/29/12

NASSAU COUNTY

By: _____

Name: Charles Ribando

Title: County Executive

for Deputy County Executive

Date: 6/8/12

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA

) ss.:

COUNTY OF FORSYTH)

On the 21 day of Jan in the year 2016 before me personally came [illegible] to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [illegible]; that he or she is the [illegible] of [illegible], 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

JEFFREY FALCONE
NOTARY PUBLIC
My Commission Expires
09-30-2018
FORSYTH COUNTY, NC

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 17 day of June in the year 2016 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

SAMANTHA ASHLEY GOETZ
NOTARY PUBLIC
Exp. February 04, 2017
NASSAU COUNTY
No. 01GO6270989
STATE OF NEW YORK

E-4-18

RULES RESOLUTION NO. 4 - 2018

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 TRAFFIC AND PARKING VIOLATIONS AGENCY, AND QUEST COMPUTER PRODUCTS, INC.

2:5:18

7 0 0 10

7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Quest Computer Products, Inc. in connection with professional data processing and related engineering services and software enhancement services for the software product CompuCourt, 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 Quest Computer Products, Inc.

AMENDMENT #[illegible]

AMENDMENT, dated as of October 27, 2017 (together with the appendix and exhibits [illegible] "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1515 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY, (hereinafter referred to as "PVA"), having its principal office at 16 Cooper Street, Hempstead, New York 11550 (the "Department"), and (ii) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office at 213 Oonoga Way, Loudon, Tennessee 37774 (the Contractor).

WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893, between the County and the Contractor, executed on behalf of the County on September 29, 2003 and amended thereafter (the "Original Agreement"), the Contractor performs certain services for the County connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement (the "Services");

WHEREAS, the term of the Original Agreement is scheduled to expire on January 12, 2018, unless sooner terminated in accordance with the provisions of the Original Agreement provided however that the County retained the option to renew the Original Agreement on an annual basis for up to five (5) one (1) year periods (the "Original Term");

WHEREAS, the original rate per hour the Contractor was reimbursed for programming Services was One Hundred and Sixty-five Dollars ($165.00) per hour;

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 Million Three Hundred Ninety Seven Thousand Eight Hundred Forty-Eight and 50/100 Dollars ($2,397,848.50) (the "Maximum Amount"); and

WHEREAS, the County desires to renew the Original Agreement and extend the Original Term, increase the hourly rate and increase the Maximum Amount;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

Term Extension. The Original Term shall be extended by one (1) year so that the termination date of the Original Agreement as amended by this Sixteenth Amendment (the "Amended Agreement"), shall be on or before January 12, 2019, unless sooner terminated in accordance with the provisions of the Original Agreement.

2. Payment. Compensation to the Contractor for programming services performed after December 31, 2017 shall be One Hundred and Ninety Dollars ($190.00) per hour.

3. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Seventy-Five Thousand Dollars ($75,000.00) so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under this Amended Agreement shall not exceed Two Million Four Hundred Seventy-Two Thousand Eight Hundred Forty-Eight and 50/100 Dollars ($2,472,848.50).

4. Full Force and Effect. All the terms and conditions of the Original Agreement and its Amendments 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 Left Intentionally Blank]

IN WITNESS WHEREFORE, the parties have executed this Amendment as of the date first above written

QUEST COMPUTER PRODUCTS, INC.

Sworn to and subscribed before me
the 30 day of October, 2017.
Notary: Carol Carroll

My Commission Expires 2-10-18

By: Peter Inglis
Name: Peter Inglis
Title: President
Date: 10/30/17

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

E-158-19

RULES RESOLUTION NO. 212 - 2019

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 TRAFFIC AND PARKING VIOLATIONS AGENCY ("TPVA"), AND QUEST COMPUTER PRODUCTS, INC. ("QUEST")

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote 7-15-19
VOTES: 0 0 0
Ayes 7 Ayes 7 Legislature present

WHEREAS, the County has negotiated an amendment to a personal services agreement with Quest in connection for enhancements and modification services for TPVA's CompuCourt System , 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 amended agreement with Quest.

AMENDMENT #17

The Seventeenth AMENDMENT ("Seventeenth Amendment"), dated as of the date ("the "Effective Date") that this Seventeenth Amendment is executed by (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 Department of Traffic and Parking Violations Agency, having its principal office at 16 Cooper Street, Hempstead, New York 11550 (the "Department"), and (ii) Quest Computer Products, Inc., authorized to do business in New York, having its principal office at [redacted] "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003, and amended thereafter (the "Original Agreement"), the Contractor performs certain services for the county in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement (the "Services"); and

WHEREAS, the term of the Original Agreement is scheduled to expire on January 12, 2019, unless sooner terminated in accordance with the provisions of the Original Agreement; and

WHEREAS, section 10 of the Original Agreement requires any amendments, modifications, or alterations of the Agreement to be in writing and duly executed by the parties; and

WHEREAS, the County and the Contractor mutually agreed to amend the term of the Agreement to allow for a total of five (5) one-year extensions in Amendment #15; and

WHEREAS, the County and the Contractor mutually desire to exercise one (1) of the remaining options to renew by extending 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 Million Four Hundred Seventy-Two Thousand Eight Hundred Forty-Eight and 50/100 Dollars ($2,472,848.50) (the "Maximum Amount").

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original 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 January 12, 2020.

2. Maximum Amount. The maximum Amount in the Original Agreement, which is Two Million Four Hundred Seventy-Two Thousand Eight Hundred Forty-Eight and 50/100 Dollars ($2,472,848.50) (the "Maximum Amount") as set forth here above shall be increased by Seventy-five Thousand Dollars ($75,000) so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided is Two Million Five Hundred Forty-Seven Thousand Eight Hundred Forty-Eight and 50/100 Dollars ($2,547,848.50).

3. Compliance with Law. Section 6 of the Original Agreement is hereby amended to add the following subsections:

> 6. (a) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Permittee shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Permittee on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Permittee shall include the provisions of this subsection in each subcontract entered into under this Agreement.
>
> (b) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Permittee has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Permittee employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Permittee shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

QUEST COMPUTER PRODUCTS, INC.

By: _____
Name: Peter L. Engles
Title: President
Date: 11/15/19

NASSAU COUNTY

By: _____
Name: Tatum J. Fox
Title: Deputy County Executive
Date: 8/16/19

PLEASE EXECUTE IN **BLUE** INK

STATE OF NEW YORK

ss.:

COUNTY OF NASSAU

On the 15th day of January in the year 2019 before me personally came Peter Fagliis to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Loudon; that he is the individual described herein and executed the above instrument.

Candi Carroll
NOTARY PUBLIC

CANDI CARROLL
STATE OF TENNESSEE NOTARY PUBLIC
LOUDON COUNTY

Quest Complex Products, Inc.
By: Peter L. Fagliis
Name: Peter L. Fagliis
Title: President
Date: 1/15/19

STATE OF NEW YORK

ss.:

COUNTY OF NASSAU

On the 16 day of August in the year 2019 before me personally came Tatum J. Fox 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.

Tanya Carter
NOTARY PUBLIC

TANYA L CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County
Commission Expires April 15, 2022

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 and

any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested.

The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other

party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County

Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

PETER L. INGLIS (Name)

[redacted]

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ___✓___ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

2/13/2019
Dated

Signature of Chief Executive Officer

Peter L. Inglis
Name of Chief Executive Officer

Sworn to before me this

13th day of February, 2008: 2019

Notary Public

CINDY AUCHEY
STATE OF TENNESSEE NOTARY PUBLIC
LOUDON COUNTY

E-44-20

NIFS ID:CLPD20000002 Department: Police Dept.

Capital:

SERVICE: Support services re: Megans Law

Contract ID #:CQPD17000002 NIFS Entry Date: 21-JAN-20 Term: from 01-SEP-19 to 31-AUG-20

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) Material Adverse Information Identified? (if yes, attach memo):	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Crime Victims Center, Inc.**	Vendor ID#: [redacted]
Address: 100 Comac Street Ronkonkoma, NY 11779	Contact Person: [redacted]
	Phone: [redacted]

Department:
Contact Name: Jaclyn Delle
Address: 1 West St. Mineola, NY 11501
Phone: 5165713054

Routing Slip

Department	**NIFS Entry: X**	**31-JAN-20 -- JDELLEPD**
Department	**NIFS Approval: X**	**31-JAN-20 -- JDELLEPD**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**11-FEB-20 -- IQURESHI**
OMB	**NIFS Approval: X**	**05-FEB-20 -- JNOGID**
County Atty.	**Insurance Verification: X**	**31-JAN-20 -- AAMATO**
County Atty.	**Approval to Form: X**	**31-JAN-20 -- DMCDERMOTT**
CPO	**Approval: X**	**13-FEB-20 -- KOHAGENCE**

DCEC	**Approval: X**	**13-FEB-20 -- JCHIARA**
Dep. CE	**Approval: X**	**18-FEB-20 -- TFOX**
Leg. Affairs	**Approval/Review: X**	**02-MAR-20 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: This is an amendment to an existing contract with Crime Victims Center, Inc. (d/b/a Parents for Megan's Law) to renew and extend the term of the contract for one (1) year and increase the maximum amount by $180,000. The contractor assists the Police Department in its goal of the prevention of childhood sexual abuse by providing a helpline to access information about sex offenders, literature, and outreach to increase dissemination of sex offender notifications, and counseling referrals to the Nassau County Coalition Against Child Abuse and Neglect.
Method of Procurement: Contract amendment. Please see procurement history below.
Procurement History: This is a sole source not-for-profit vendor. Parents for Megan's Law is a well-established, unique organization, and the only known source for the combination of services provided under this contract. The contractor has satisfactorily provided these services to the Department, and has held a similar contract with Suffolk County.
Description of General Provisions: The contractor assists the Police Department in its goal of the prevention of childhood sexual abuse by providing a helpline to access information about sex offenders, literature, and outreach to increase dissemination of sex offender notifications, and counseling referrals to the Nassau County Coalition Against Child Abuse and Neglect.
Impact on Funding / Price Analysis: $180,000 increase to maximum amount. New maximum amount is $540,000 with a new term end date of 8/31/20
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	**PD**
Resp:	**1135**
Object:	**DE500**
Transaction:	
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 180,000.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 180,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
05	PDPDH1135/DE500	$ 180,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 180,000.00

RULES RESOLUTION NO. – 2020

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 POLICE DEPARTMENT, AND CRIME VICTIMS CENTER, INC. (D/B/A PARENTS FOR MEGAN'S LAW)

WHEREAS, the County has negotiated an amendment to a personal services agreement with Crime Victims Center, Inc. (d/b/a Parents for Megan's Law), to work in conjunction with the goals of the Department in the prevention of child sexual abuse and adult sexual assault, 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 amendment to an agreement with Crime Victims Center, Inc. (d/b/a Parents for Megan's Law).

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Crime Victims Center, Inc.

2. Dollar amount requiring NIFA approval: $180000

Amount to be encumbered: $180000

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: 09/01/2019-08/31/2020

Has work or services on this contract commenced? Y ____

If yes, please explain: Contractor continuing these important services as amendment is routed for approvals.

4. Funding Source:

X General Fund (GEN)
Capital Improvement Fund (CAP)
Other

Grant Fund (GRT)

Federal % 0
State % 0
County % 100

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:

This is an amendment to an existing contract with Crime Victims Center, Inc. (d/b/a Parents for Megan's Law) to renew and extend the term of the contract for one (1) year and increase the maximum amount by $180,000. The contractor assists the Police Department in its goal of the prevention of childhood sexual abuse by providing a helpline to access information about sex offenders, literature, and outreach to increase dissemination of sex offender notifications, and counseling referrals to the Nassau County Coalition Against Child Abuse and Neglect.

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 Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberation s.

IQURESHI 11-FEB-20

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 Cou nty Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts for all relevant accounts and relevant Nassau County Legislature communication docu ments and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being su bmitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Jack Schnirman
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: Crime Victim's Center Inc., DBA Parents for Megans Law

CONTRACTOR ADDRESS: 100 Comac Street, Ronkonkoma, NY 11779

FEDERAL TAX ID #: 113496343

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper], on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on May 31, 2018 [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 a determination was made that this vendor is a sole source. Parents for Megan's Law, Inc., is a well-established not-for-profit organization that has a similar contract with Suffolk County. Parents for Megan's Law, Inc. previously worked with the Nassau County Police Department, and the Department has elected to continue their services. This organization is the only source for this combination of services. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: **All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.**

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☑ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

1/30/2020
Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
Kenneth Rau [KENR@PARENTSFORMEGANSLAW.ORG]

Dated: 09/27/2019 11:52:09 AM

Vendor: Crime Victims Centr, Inc. dba Parents for Megan's Law

Title: Controller

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: Dorothy Going
   Date of birth:
   Home address:
   City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
   Country:

   Business Address: Dorothy M. Going , Attorney at Law
   City: Mineola State/Province/Territory: NY Zip/Postal Code: 11501
   Country
   Telephone: (516) 399-1992

   Other present address(es): 170 Old Country Road, suite 303
   City: State/Province/Territory: Zip/Postal Code:
   Country:
   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	01/01/2010
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 notfor-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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Dorothy Going , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Dorothy Going , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Crime Victim's Center
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Dorothy M. Going [DGESQ@AOL.COM]

Director
Title

10/04/2019 04:54:56 PM
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: Neil Guilmette
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
   Country:

   Business Address: 80 Orville Dr. Ste 100
   City: Bohemia State/Province/Territory: NY Zip/Postal Code: 11716
   Country
   Telephone: (631) 513-3309

   Other present address(es):
   City: State/Province/Territory: NY Zip/Postal Code:
   Country:
   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	11/09/2007
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 notfor-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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Neil Guilmette , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Neil Guilmette , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

CPA Network
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Neil Guilmette [NEIL@CPANETWORK.ORG]

President
Title

10/04/2019 12:46:25 PM
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: Bonnie McGee MD
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country:

Business Address: PO Box 5206
City: Pinehurst State/Province/Territory: NC Zip/Postal Code: 28374
Country
Telephone: (910) 639-9832

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
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	12/28/2000
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 notfor-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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Bonnie McGee MD , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Bonnie McGee MD , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Crime Victims center inc
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Bonnie McGee MD [BONNIELMCGEE@AOL.COM]

Board member
Title

10/04/2019 10:21:37 AM
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: David M. Fish
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country:

Business Address: 130 Water Street
City: Brooklyn State/Province/Territory: NY Zip/Postal Code: 11201
Country
Telephone: (212) 869-1040

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	01/01/1999	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [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 notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
Law firms David M. Fish, P.C, Steiner & fish, P.C., and management agency, MMA Fighter Management, 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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, David M. Fish , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, David M. Fish , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
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Parents for Megan's Law
Name of submitting business

Electronically signed and certified at the date and time indicated by:
David M. Fish [FISH@DAVIDMFISH.COM]

President of the Board of Directors
Title

10/03/2019 04:38:31 PM
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: Mark Balog
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country:

Business Address: 445 Broad Hollow Rd Ste 108
City: Melville State/Province/Territory: NY Zip/Postal Code: 11747
Country
Telephone: (516) 322-2353

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
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	06/30/2013
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 notfor-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.

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b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
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YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
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YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Mark Balog , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Mark Balog , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
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Crime Victims Center
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Mark Balog [MARK@MARKBALOGCPA.COM]

Treasuer
Title

10/03/2019 11:34:37 AM
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.

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1. Principal Name: Elizabeth Prial
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country:

Business Address: PSC 450 Box 1254
City: APO AP State/Province/Territory: CA Zip/Postal Code: 96206
Country
Telephone: (703) 825-3665

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
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)			

Type	Description	Start Date
Other	Board Member	01/01/2000

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 notfor-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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Elizabeth Prial , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Elizabeth Prial , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Crime Victims Center
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Elizabeth Prial [EPRIAL@YAHOO.COM]

Board Member
Title

10/03/2019 05:31:37 AM
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: Laura A. Ahearn
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country:

Business Address: 100 Comac Street
City: Ronkonkoma State/Province/Territory: NY Zip/Postal Code: 11779
Country
Telephone: (631) 689-2672

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
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)			

Type	Description	Start Date
Other	Executive Director	01/01/1998

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 notfor-profit organization other than the one submitting the questionnaire?

YES [X] NO [ ] If Yes, provide details.

Laura A. Ahearn, Esq. PLLC - private practice attorney

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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Laura A. Ahearn , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Laura A. Ahearn , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Crime Victims Center, Inc dba Parents for Megan's Law

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Laura A. Ahearn [LAURAA@CRIMEVICTIMSCENTER.ORG]

Executive Director

Title

09/24/2019 07:24:31 AM

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: Kenneth Rau
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country:

Business Address: 100 Comac Street
City: Ronkonkoma State/Province/Territory: NY Zip/Postal Code: 11779
Country
Telephone: (631) 689-2672

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
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	01/12/2012	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 notfor-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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Kenneth Rau , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Kenneth Rau , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Crime Victims Center, Inc. DBA Parents for Megan's Law
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Kenneth Rau [KENR@PARENTSFORMEGANSLAW.ORG]

Controller/Grant Administrator
Title

09/05/2019 10:32:14 AM
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: 08/30/2019

1) Proposer's Legal Name: Crime Victims Center, Inc. dba Parents for Megan's Law

2) Address of Place of Business: 100 Comac Street

City: RonKonkoma State/Province/Territory: NY Zip/Postal Code: 11790

Country:

Address: 1320 Stony Brook Road
City: Stony Brook State/Province/Territory: NY Zip/Postal Code: 11790
Country: US
Start Date: 01-NOV-01 End Date: 01-NOV-14

3) Mailing Address (if different):

City: State/Province/Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 072291235

5) Federal I.D. Number: 11/3496343

6) The proposer is a: Corporation (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, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [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, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [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.

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.

If a conflict or potential conflict emerges the agency will contact Nassau County for Guidance.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

05/09/1999

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

None. 501(c)3 Not for Profit.

No individuals with a financial interest in the company have been attached..

iii) Name, address and position of all officers and directors of the company. If none, explain.

See Attached Board of Directors.

No officers and directors from this company have been attached.

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

29

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Summary of Relevant Accomplishments ? The Crime Victims Center/Parents for Megan's Law has:
? Provided Sexual Abuse Prevention Education to over 175,000 children and adults.
? Sent over 50,000,000 Registered Sex Offender Notification e-mail alerts to residents and vulnerable

entities.
? Provided services to approximately 25,000 Violent Crime Victims, Sexual Assault Victims, Domestic Violence Victims and elderly, minor and disabled crime victims.
? Provided over 3,500 leads to law enforcement concerning out of compliance with registration requirements, working in a position of trust with children or engaging in high risk of re-offense activities for registered sex offenders via the Sex Offender Registration Tips Program.
? Maintains an online interactive informational website providing information on registered sex offenders in Nassau County and the responsible use of information.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

20

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

See Attached.

1 File(s) Uploaded:

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	Suufolk County Police Department		
Contact Person	Kristine Odell		
Address	30 Yaphank Avenue		
City	Yaphank	State/Province/Territory	NY
Country			
Telephone	(631) 652-5374		
Fax #			
E-Mail Address	Kristine.Odell@suffolkcountyny.gov		

Company	New York State Division of criminal Justice Services		
Contact Person	Sophia Daskalakis		
Address	80 South Swan Street		
City	Albany	State/Province/Territory	NY
Country			
Telephone	(518) 457-7295		
Fax #			
E-Mail Address	Sophia.Daskalakis@dcjs.ny.gov		

Company	New York State Office of Victim Services		
Contact Person	Melvin Palmer		
Address	80 Soth Swan Street		
City	Alabany	State/Province/Territory	NY
Country			
Telephone	(518) 475-0133		
Fax #			
E-Mail Address	Melvin.Palmer@ovs.ny.gov		

I, Kenneth Rau , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Kenneth Rau , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Crime Victims Center, Inc. dba Parents for Megan's Law

Electronically signed and certified at the date and time indicated by:
Kenneth Rau [KENR@PARENTSFORMEGANSLAW.ORG]

Controller
Title

09/27/2019 12:45:14 PM
Date

Business History Attachment

A.

1. Date of formation – 5/9/1999
2. No persons have a Financial Interest in the Company
3. See Attached Listing of Board of Directors
4. State of Incorporation - New York
5. Number of Employees – 29
6. Annual Revenue - $1,886,664
7. Summary of Relevant Accomplishments – The Crime Victims Center/Parents for Megan's Law has:
    - Provided Sexual Abuse Prevention Education to over 175,000 children and adults.
    - Sent over 50,000,000 Registered Sex Offender Notification e-mail alerts to residents and vulnerable entities.
    - Provided services to approximately 25,000 Violent Crime Victims, Sexual Assault Victims, Domestic Violence Victims and elderly, minor and disabled crime victims.
    - Provided over 3,500 leads to law enforcement concerning out of compliance with registration requirements, working in a position of trust with children or engaging in high risk of re-offense activities for registered sex offenders via the Sex Offender Registration Tips Program.
    - Maintains an online interactive informational website providing information on registered sex offenders in Nassau County and the responsible use of information.
8. State Licenses/Permits – Not required

B. Number of years in Business – 20

C. The Crime Victims Center/Parents for Megan's Law has been in continuous operation for over 20 years and has collaborated successfully with federal, state and local authorities to provide prevention education and victim services to thousands of residents.

D.

1. Suffolk County Police Department
   30 Yaphank Avenue
   Yaphank, NY 11980

   Kristine Odell (631)652-5374

2. New York State Division of Criminal Justice Services

80 S. Swan Street

Albany, NY 12210

Sophia Daskalakis (518)457-7295

3. New York State Office of Victim Services

Alfred E. Smith Building

80 South Swan Street, 2nd Floor

Albany, NY 12210

Melvin Palmer (518)457-0133

The Crime Victims Center dba Parents for Megan's Law

Board of Directors and Executive Director Contact List

Board President: Year on Board (YOB) – 2000
David Fish, Esq.
Attorney at Law
3 Park Avenue, 28th Floor
New York, New York 10016
[redacted]
Office-(212)869-1040
Fax-(212)869-4648
Cell-(917)515-6026
Home-(718)225-6402
fish@davidmfish.com

Board Vice President: Vacant

Board 1st Treasurer:
Marc Balog, CPA: YOB-2011
[redacted]
Office: (516) 488-4411
[redacted]
Mark Balog <mbalog@lcllp.com>
mark@markbalogcpa.com

Board Secretary: YOB-2014
Michael Gunther
[redacted]
sgtgopd@yahoo.com

Directors
Dorothy M. Going, Esq.: YOB-2011
The Benchmark Building
170 Old Country Road, Suite 303
Mineola, NY 11501
[redacted]
Office: (516) 399-1992
Fax: (516) 558-1112
www.dgoinglaw.com
dgesq@aol.com

Elizabeth Prial: YOB-2001
Retired-FBI Agent
Current-Department of Defense/
Operational Psychologist
PSC 276 – Box 338
APO, AP 96548
[redacted]
eprial@yahoo.com

Neil S. Guilmette: YOB-2007
Executive Director, CPA Network, INC.
[redacted]
Work (631)751-6400 ext.214
Fax (631)-751-6449
neil@cpanetwork.org

Bonnie McGee, MD: YOB-2000
Medical Doctor
[redacted]
BonnieLMcgee@aol.com

Executive Director
Laura A. Ahearn, Esq., L.M.S.W.
[redacted]
Lasb2@aol.com

Updated 3/11/2019

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Crime Victims Center, Inc. dba Parents for Megan's Law

Address: 100 Comac Street

City: Ronkonkoma State: NY Zip Code: 11779

2. Entity's Vendor Identification Number: 11-3496343

3. Type of Business: Other (specify) 501 9C)3 Not for Profit Corporation

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

None. 501 9C)3 Not for Profit Corporation

No shareholders, members, or partners have been attached to this form.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

None.

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Kenneth Rau [KENR@PARENTSFORMEGANSLAW.ORG]

Dated: 09/27/2019 12:55:13 PM

Title: Controller

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The Crime Victims Center dba Parents for Megan's Law

Board of Directors and Executive Director Contact List

Board President: Year on Board (YOB) – 2000
David Fish, Esq.
Attorney at Law
3 Park Avenue, 28th Floor
New York, New York 10016
[redacted]
Office-(212)869-1040
Fax-(212)869-4648
Cell-(917)515-6026
Home-(718)225-6402
fish@davidmfish.com

Board Vice President: Vacant

Board 1st Treasurer:
Marc Balog, CPA: YOB-2011
[redacted]
Office: (516) 488-4411
[redacted]
Mark Balog <mbalog@lcllp.com>
mark@markbalogcpa.com

Board Secretary: YOB-2014
Michael Gunther
[redacted]
sgtgopd@yahoo.com

Directors
Dorothy M. Going, Esq.: YOB-2011
The Benchmark Building
170 Old Country Road, Suite 303
Mineola, NY 11501
[redacted]
Office: (516) 399-1992
Fax: (516) 558-1112
www.dgoinglaw.com
dgesq@aol.com

Elizabeth Prial: YOB-2001
Retired-FBI Agent
Current-Department of Defense/
Operational Psychologist
PSC 276 – Box 338
APO, AP 96548
[redacted]
eprial@yahoo.com

Neil S. Guilmette: YOB-2007
Executive Director, CPA Network, INC.
[redacted]
Work (631)751-6400 ext.214
Fax (631)-751-6449
neil@cpanetwork.org

Bonnie McGee, MD: YOB-2000
Medical Doctor
[redacted]
BonnieLMcgee@aol.com

Executive Director
Laura A. Ahearn, Esq., L.M.S.W.
[redacted]
Lasb2@aol.com

Updated 3/11/2019

Amendment #2

THIS AMENDMENT dated as of the date of execution by Nassau County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment") between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11501 (the "Department"), and (ii) Crime Victims Center Inc. (d/b/a Parents for Megan's Law), having their principal office at 100 Comac Street, Ronkonkoma, New York 11779 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPD17000002 between the County and the Contractor, executed on behalf of the County on May 31, 2018, as amended by amendment one (1), County contract amendment number CLPD18000011, executed on behalf of the County on June 17, 2019 (the "Original Agreement"), the Contractor provides certain support services with regard to Megan's Law for the Department, which services are more fully described in the Original Agreement (the "Services"); and

WHEREAS, the term of the Original Agreement commenced on September 1, 2017 and shall terminate on August 31, 2019, provided, however, that the County may renew the Original Agreement under the same terms and conditions for one (1) additional one (1) year period (the "Term"), and

WHEREAS, the maximum amount of consideration to be paid under the Original Agreement is Three Hundred and Sixty Thousand Dollars ($360,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise the remaining renewal option by extending the Original Term and increasing the Maximum Amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be August 31, 2020, subject to the County's right of early termination pursuant to the Original Agreement.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred Eighty Thousand Dollars ($180,000.00) so that the maximum amount payable under this Amended Agreement shall be Five Hundred Forty Thousand Dollars ($540,000.00) ("Amended Maximum Amount").

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended herein 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 Contractor and the County have executed this Amendment as of the date first above written.

CRIME VICTIMS CENTER INC. (D/B/A PARENTS FOR MEGAN'S LAW, INC.)

By: Laura Ahearn

Name: Laura Ahearn

Title: Executive Director

Date: August 8, 2019

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On the 8th day of August in the year 2019 before me personally came Laura Ahearn to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Executive Director of Crime Victims Center, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Paula M. Ryder
NOTARY PUBLIC

NOTARY PUBLIC
State of New York
PAULA M. RYDER
Suffolk County
License # 763320957
My appointment expires 07/03/2020

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year _____ before me personally came _____ to me personally known, who, being 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

NASSAU COUNTY POLICE DEPARTMENT

BUDGET SUMMARY 9/1/2019 – 8/31/2020

AGENCY NAME: Crime Victims Center, Inc. DBA Parents for Megan's Law, Inc.

NO & STREET: 100 Comac Street

CITY: Ronkonkoma, NY 11779

For: Sex Offender Registry (SORA) Related, Prevention Education and Community/Victim Information and Support Services

CATEGORY OF EXPENDITURES	BUDGET
1. PERSONNEL:	$131,703
2. FRINGE BENEFITS:	$19,050
3. RENT/UTILITIES:	$19,800
4. SUPPLIES/POSTAGE:	$5,447
5. PROFESSIONAL FEES/CONTRACT SERVICES:	$4,000
6. NET BUDGET	$180,000

CRIME-1 OP ID: CL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 516-352-7495 Rosenzweig Insurance Agcy, Inc -------Since 1954--------- 160 Herricks Road, P.O. Box 70 Mineola, NY 11501-0070 Rosenzweig Ins Agncy	CONTACT NAME: PHONE (A/C, No, Ext): 516-352-7495 FAX (A/C, No): 516-358-7940 E-MAIL ADDRESS:
INSURED Crime Victims Center, Inc. DBA Parents for Megan's Law 100 Comac Street Ronkonkoma, NY 11779	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : RSUI Group Inc. INSURER B : National Continental — 10243 INSURER C : Hartford Insurance Group — 30104 INSURER D : Wesco Insurance Co. — 25011 INSURER E : Kinsale Insurance Co — 38920 INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: 1

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	X COMMERCIAL GENERAL LIABILITY							
	X CLAIMS-MADE ☐ OCCUR			LHC775460	04/17/2019	04/17/2020	EACH OCCURRENCE	$ 1,000,000
	X Prof Liab include						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 5,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
							PL	$ 1,.000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS			CNY-000-7382-771-9	04/17/2019	04/17/2020	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
E	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB X CLAIMS-MADE			0100085387-0	04/17/2019	04/17/2020	AGGREGATE	$ 1,000,000
	☐ DED ☐ RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐	N/A		12WECJF7888	10/28/2019	10/28/2020	E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
D	Disability			0169808	04/09/2019	04/09/2020		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*The certificate holder is additional insured if requried by written contract between the Named Insured and Additional Insured.

CERTIFICATE HOLDER

NASSACO

Nassau County Police
1490 Franklin Avenue
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only) CRIME VICTIMS CENTER INC 100 COMAC STREET RONKONKOMA, NY 11779	1b. Business Telephone Number Of Insured
Work Location Of Insured (Only required If coverage Is specifically limited To certain locations In New York State, i.e., a Wrap-Up Policy)	1c. Federal Employer Identification Number of Insured Or Social Security Number 11-3496343
2. Name and Address of the Entity Requesting Proof of Coverage(Entity Being Listed as the Certificate Holder) Nassau County Police 1490 Franklin Ave Mineola, NY 11501	3a. Name of Insurance Carrier WESCO INSURANCE COMPANY 3b. Policy Number of entity listed in box "1a.": 0169808 3c. Policy effective period: 9/27/2019 to 12/31/2020

4. Policy provides the following benefits:
   - ☒ A. Both disability and paid family leave benefits.
   - ☐ B. Disability benefits only.
   - ☐ C. Paid family leave benefits only.

5. Policy covers:
   - ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
   - ☐ B. Only the following class or classes of employer's employees:

_____

_____

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 9/27/2019 By Kathleen Dilia

(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 800-535-2711 Title Vice President

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law.It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2.To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Title _____

Plase Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices my be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220.Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (use street address only) CRIME VICTIMS CENTER INC. 100 COMAC ST RONKONKOMA NY 11779 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (631) 689-2672 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 11-3496343
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) New York State Education Department 89 WASHINGTON AVE ALBANY NY 12234-1000	3a. Name of Insurance Carrier Property and Casualty Insurance Company of Hartford 34690 3b. Policy Number of Entity Listed in Box "1a": 12 WEC JF7888 3c. Policy effective period: 10/28/2019 to 10/28/2020 3d. The Proprietor, Partners or Executive Officers are ☐ Included. (Only check box if all partners/officers included) ☒ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Worker's Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Danielle Clausen
(print name of authorized representative or licensed agent of insurance carrier)

Approved by: Danielle Clausen 09/26/2019
(Signature) (Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (516) 352-7495

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

AMENDMENT NO. 1

AMENDMENT (together with the schedules, appendices, attachments and exhibits if any 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 for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11501 (the "Department"); and (ii) **Crime Victims Center Inc. (d/b/a Parents for Megan's Law)**, a not for profit corporation, having its principal office at **100 Comac Street, Ronkonkoma, New York 11779** (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPD17000002 between the County and the Contractor, executed on behalf of the County on May 31, 2018 (the "Original Agreement"), the Contractor performs certain support services with regard to Megan's Law, 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 September 1, 2017 through August 31, 2018, unless sooner terminated in accordance with the provisions of the Original Agreement; provided, however, the County may renew the Original Agreement under the same terms and conditions for two (2) 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 Original Agreement, as full compensation for the Services, is One Hundred Eighty Thousand Dollars ($180,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one of the two remaining renewal options by extending the Original Term and increasing the Maximum Amount, as well as to amend the Compliance with Law Section of the Original Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal of Term. The Original 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 August 31, 2019.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred Eighty Thousand Dollars ($180,000.00) (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 Three Hundred Sixty Thousand Dollars ($360,000.00) (the "Amended Maximum Amount"). The Amendment Maximum Amount shall be payable in accordance with the budget attached hereto as Appendix A and subject to the auditing requirements provided under Section 3(a) of the Original Agreement.

Amounts provided in Appendix A may be reallocated among line items in the budget with the prior written approval of the Department.

3. Partial Encumbrance. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. The Contractor further acknowledges that the first encumbrance shall be Eighty Thousand Dollars ($80,000.00). Thereafter, the Department shall notify the Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

4. Compliance with Law. Section 6 of the Original Agreement entitled "Compliance with Law" is hereby amended to add the following subsections:

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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 Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

CRIME VICTIMS CENTER INC. (D/B/A PARENTS FOR MEGAN'S LAW, INC.)

By: _____

Name: Laura Ahearn

Title: Executive Director

Date: 8/27/2018

NASSAU COUNTY

By: _____

Name: Tatum J. Fox

Title: County Executive

☑ Deputy County Executive

Date: 6/17/19

PLEASE EXECUTE IN BLUE INK

STATE OF New York)

)ss.:

COUNTY OF Suffolk)

On the 27 day of August in the year 2018 before me personally came Laura Alvarez to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk ; that he or she is the Executive Director of Crime Victims Center, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Paula M. Ryder

NOTARY PUBLIC

NOTARY PUBLIC
State of New York
PAULA M. RYDER
Suffolk County
License # 763320957
My appointment expires 07/03/2020

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 17 day of June in the year 2019 before me personally came Tatum J. Fox to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau ; that he or she is a **Deputy County Executive of the County of Nassau,** the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Tanya Carter

NOTARY PUBLIC

NOTARY PUBLIC TANYA L CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County
Commission Expires April 15, 20 22

APPENDIX A

NASSAU COUNTY POLICE DEPARTMENT

BUDGET SUMMARY 09/01/2018-08/31/2019

AGENCY NAME: Crime Victims Center Inc. (d/b/a Parents for Megan's Law)

NO & STREET: 100 Comac Street

CITY: Ronkonkoma, NY 11779

For: Sex Offender Registry (SORA) Related, Prevention Education and Community/Victim Information and Support Services

CATEGORY OF EXPENDITURES	BUDGET
1. PERSONNEL:	$134,050
2. FRINGE BENEFITS:	$19,565
3. RENT/UTILITIES:	$18,000
4. SUPPLIES/POSTAGE:	$5,385
5. PROFESSIONAL FEES/CONTRACT SERVICES:	$3,000
TOTAL BUDGET:	$180,000

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____, 2017 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), by and between (i) Nassau County, a municipal corporation having its principal offices at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter referred to as the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11501 (the "Department"), and (ii) Crime Victims Center Inc. (d/b/a Parents for Megan's Law) a not for profit corporation, having its principal office at 100 Comac Street, Ronkonkoma, New York 11779 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, pursuant to Federal Jacob Wetterling Crimes Against Children and Sexually Violent Offender Registration Act, 42 U.S.C. §14071 (Megan's Law), the Sex Offender Registration Act, New York Correction Law Article 6-C, established a Sex Offender Registry within the New York State Division of Criminal Justice Services (SORA). SORA was enacted to assist local law enforcement agencies to protect communities by: 1) requiring sex offenders to register with the State; and 2) providing information to the public about certain sex offenders living in their communities.

WHEREAS, Contractor is a not-for-profit 501 (c)(3) (IRC) community and victim's rights organization dedicated to the prevention and treatment of sexual abuse through the provision of education, advocacy, victim services, treatment, policy and legislative support services. In addition, the Crime Victims Center provides support and assistance for victims of violent crimes.

WHEREAS, Contractor made a proposal to the Department for the receipt of monies pursuant to the terms and conditions described in this Agreement; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence as of September 1, 2017, and terminate August 31, 2018, unless sooner terminated in accordance with the provisions of this Agreement; provided however, the County may renew this Agreement under the same terms and conditions for two (2) additional one (1) year periods.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of the following:

(a) Support Services for Law Enforcement. The Contractor shall work in conjunction with the goals of the Department in the prevention of child sexual abuse and adult sexual assault and the provision of services to all victims of violent crime, by providing services to the residents of Nassau County, including, but not limited to:

i. Helpline to assist Nassau County communities in accessing information about registered sex offenders, responsible use of information, sexual abuse prevention and victims services for all victims of violent crime.
ii. Sex Offender Registration Tips Program and community outreach to assist in increasing compliance with sex offender registration and management laws in collaboration with local, state and federal law enforcement, prosecution and those supervising sex offenders.
iii. Outreach to increase dissemination of sex offender notifications within the County of Nassau and encourage participation in the sex offender email alert program.
iv. Outreach within the community, including but not limited to schools and educational facilities, to increase participation in prevention education programs.
v. Contractor shall distribute prevention education, Megan's Law and crime victim's services literature throughout the Department, including but not limited to, distribution to individual Precincts.
vi. Victim support services and other law enforcement referrals for child and adult victims of sexual assault and other violent crimes, including but not limited to, counseling referrals to the Nassau County Coalition Against Child Abuse and Neglect.
vii. Policy and Legislative support.
viii. The Department shall provide Contractor with sex offender notifications as authorized by law.

3. Payment. (a) Amount of Consideration. (i) The maximum amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be one hundred eighty thousand ($180,000.00) dollars. All moneys expended pursuant to this Agreement shall be in accordance with the budget as referenced in subparagraph (ii) of this Agreement. Contractor agrees to hire a Certified Public Accountant ("CPA") licensed by New York State, at no cost to the County, to audit its books and records to account for the $180,000.00 provided under this Agreement. This audit is in addition to any audit or inspection that may take place in accordance with paragraph 12 of this Agreement. The CPA's audit report shall be mailed to the Nassau County Comptroller at 240 Old Country Road, Mineola, New York 11501 with a copy to the Nassau County Police Department, Office of Chief of Detectives, 1490 Franklin Avenue, Mineola, New York 11501. At the expiration of the term of this Agreement, and/or at any time requested, Contractor shall provide the Department with a full accounting of the expenditure of all funds allocated under this Agreement.

(ii)Budget. The amount to be paid to the Contractor for the services provided under this Agreement shall be in accordance with the Budget Summary attached to this Agreement (the "Budget"). Amounts may be reallocated among line items in the Budget with the prior written approval of the Department.

(iii) Partial Encumbrance The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months

following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, 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.

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 coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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.

20. Administrative Service Charge. Waived, Contractor is a not-for-profit organization.

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 and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

CRIME VICTIMS CENTER INC.

By: _____
Name: Laura Ahearn
Title: Executive Director
Date: 08/09/17

NASSAU COUNTY

By: _____
Name: Tamin J. Fox
Title: County Executive
✓ Deputy County Executive
Date: 8/31/18

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:
COUNTY OF NASSAU)

On the 9 day of August in the year 2017 before me personally came Lauren Ahearn to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Executive Director of The Crime Victims Center, Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Paula M. Ryder
NOTARY PUBLIC

NOTARY PUBLIC
State of New York
PAULA M. RYDER
Suffolk County
License # 763320957
My appointment expires 07/03/2018

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 31 day of May in the year 2018 before me personally came Tatum J. Fox to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Tanya Carter
NOTARY PUBLIC

TANYA L CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County
Commission Expires April 15, 2022

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes

to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days

(10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for

the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business

reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   Laura Ahearn (Name)

   100 Coma St, Ronkonkoma, NY 11779 (Address)

   631-689-2672 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action ____ has ✓ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

08/09/17
Dated

Signature of Chief Executive Officer

Laura Ahearn
Name of Chief Executive Officer

Sworn to before me this

9 day of August, 2017

Paula M. Ryder
Notary Public

NOTARY PUBLIC
State of New York
PAULA M. RYDER
Suffolk County
License # 763320957
My appointment expires 07/03/2018

NASSAU COUNTY POLICE DEPARTMENT

BUDGET SUMMARY 9/1/2017 – 8/31/2018

AGENCY NAME: Crime Victims Center, Inc. DBA Parents for Megan's Law, Inc.

NO & STREET: 100 Comac Street

CITY: Ronkonkoma, NY 11779

For: Sex Offender Registry (SORA) Related, Prevention Education and Community/Victim Information and Support Services

CATEGORY OF EXPENDITURES	BUDGET
1. PERSONNEL:	$134,050
2. FRINGE BENEFITS:	$19,565
3. RENT/UTILITIES:	$18,000
4. SUPPLIES/POSTAGE:	$5,385
5. PROFESSIONAL FEES/CONTRACT SERVICES:	$3,000
6. NET BUDGET	$180,000

E-45-20

NIFS ID:CQHS20000049 Department: Human Services

Capital:

SERVICE: YOUTH DEVELOPMENT

Contract ID #:CQHS20000049 NIFS Entry Date: 10-DEC-19 Term: from 01-JAN-20 to 31-DEC-22

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Material Adverse Information Identified? (if yes, attach memo):	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Cornell Cooperative Extension of Nassau County**	Vendor ID#: [redacted]
Address: 5 Old Jericho Turnpike Jericho, NY 11753	Contact Person: [redacted]
	Phone: [redacted]

Department:
Contact Name: Brian Hall
Address: 60 Charles Lindbergh Blvd., Suite 220, Uniondale, NY 11553-3688
Phone: (516) 227-8912

2020 MAR -2 P 1:50

Routing Slip

Department	**NIFS Entry: X**	**10-DEC-19 -- ARAMAN**
Department	**NIFS Approval: X**	**19-DEC-19 -- GAPPEL**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**20-DEC-19 -- CNOLAN**
OMB	**NIFS Approval: X**	**19-DEC-19 -- NGUMIENIAK**
County Atty.	**Insurance Verification: X**	**19-DEC-19 -- AAMATO**
County Atty.	**Approval to Form: X**	**19-DEC-19 -- DGRIPPO**
CPO	**Approval: X**	**15-JAN-20 -- KOHAGENCE**

DCEC	**Approval: X**	**15-JAN-20 -- JCHIARA**
Dep. CE	**Approval: X**	**16-JAN-20 -- KROSE-LOUDER**
Leg. Affairs	**Approval/Review: X**	**02-MAR-20 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: To be able to replicate successful programs such as the P.E.A.C.E. Afterschool which includes community gardens, nutrition classes, science activities and field trips. This contract will allow for the creation/expansion of 4H youth development programs such as Junior Master Gardener, increased East Meadow Farm visits and programming, Expanded Marine Camp, among others programs and activities
Method of Procurement: The Contract was entered into after a written request for proposals (SS0715-1936) was issued on July 15, 2019. Potential proposers were made aware of the availability of the RFP by posting to the bid board, newspaper advertisement, posting on OYS website, regular mailing, and email. Twenty (20) plus potential parties requested copies of the RFP. Proposals were due on August 15, 2019. Twenty (20) proposals were received and evaluated. The evaluation committee consisted of: Donna Guarasci; Naomi Cunningham (discussion facilitator); Celina Cabello; Tavora Buchman; Martine Hackett; Timothy Ortiz. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected
Procurement History: There is no procurement history for this agency-first year with OYS
Description of General Provisions: All programs are currently monitored and evaluated through ongoing internal and external evaluations. All program participant¿s complete final evaluation surveys which are reviewed and evaluated for program improvements/changes. Additionally, program evaluations are compared to nationwide 4H program evaluations to ensure the integrity of the 4H program is maintained and that program goals are reached. All CCE-NC programs are required to provide quarterly and final reports. These will be submitted to Nassau County as well
Impact on Funding / Price Analysis: This program will provide services to 6,000 youth at $8.33 per youth. The maximum total cost of this contract is $150,000 for a term dated 1/1/20 through 12/31/22
Change in Contract from Prior Procurement: None
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	**10**
Resp:	**1324**
Object:	**DE511**
Transaction:	
Project #:	
Detail:	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 50,000.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00

LINE	INDEX/OBJECT CODE	AMOUNT
01	GEN;1324;DE511	$ 50,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 50,000.00

RENEWAL	
% Increase	
% Decrease	

TOTAL	$ 50,000.00

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF HUMAN SERVICES, AND CORNELL COOPERATIVE EXTENSION OF NASSAU COUNTY, INC.

WHEREAS, the County has negotiated a personal services agreement with Cornell Cooperative Extension of Nassau County, Inc. that will provide youth development program services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Cornell Cooperative Extension of Nassau County, Inc.

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. **Vendor:** Cornell Cooperative Extension of Nassau County

2. **Dollar amount requiring NIFA approval:** $150000

   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: 01/01/20-12/31/22**
   Has work or services on this contract commenced? N

   If yes, please explain:

4. **Funding Source:**

X General Fund (GEN)
Capital Improvement Fund (CAP)
Other

Grant Fund (GRT)

Federal % 0
State % 0
County % 100

Is the cash available for the full amount of the contract?	N
If not, will it require a future borrowing?	N
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. **Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:**

To be able to replicate successful programs such as the P.E.A.C.E. Afterschool which includes community gardens, nutrition classes, science activities and field trips

6. **Has the item requested herein followed all proper procedures and thereby approved by the:**

   Nassau County Attorney as to form

   Nassau County Committee and/or Legislature

   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 Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberation s.

CNOLAN 20-DEC-19

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 Cou nty Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts for all relevant accounts and relevant Nassau County Legislature communication docu ments and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being su bmitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Jack Schnirman
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: Cornell Cooperative Extension of Nassau County, Inc.

CONTRACTOR ADDRESS: 5 Old Jericho Turnpike, Jericho, NY 11753

FEDERAL TAX ID #: [redacted]

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☑ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals (SS0715-1936) was issued on **July 15, 2019**. Potential proposers were made aware of the availability of the RFP by posting to **the bid board, newspaper advertisement, posting on OYS website, regular mailing, and email. Twenty (20) plus** potential parties requested copies of the RFP. Proposals were due on **August 15, 2019. Twenty (20)** proposals were received and evaluated. The evaluation committee consisted of: **Donna Guarasci; Naomi Cunningham (discussion facilitator); Celina Cabello; Tavora Buchman; Martine Hackett; Timothy Ortiz**. 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.

VIII. ☑ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☑ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Carolyn McGinnis
Department Head Signature

12/13/19
Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
Gregory M Sandor [GMS8@CORNELL.EDU]

Dated: 08/16/2019 10:52:24 AM

Vendor: Cornell Cooperative Extension of Nassau County

Title: Executive Director

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and ever 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 no 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

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.

NONE

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

NONE

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby. separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date c this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:
Gregory M Sandor [GMS8@CORNELL.EDU]

Dated: 08/16/2019 10:54:19 AM

Vendor: Cornell Cooperative Extension of Nassau County

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 o 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 o 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: David Rolnick
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/Terr.: [redacted] Zip/Postal: [redacted] Country: [redacted]
   Business Address: 5 Old Jericho Tpk,
   City: Jericho State/Province/Terr.: NY Zip/Postal: 11753 Country: US
   Telephone: [redacted]
   Other present address(es): 5 old Jericho Turnpike
   City: Jericho State/Province/Terr.: NY Zip/Postal: 11753 Country: US
   Telephone: [redacted]
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	01/01/2019	Treasurer	01/01/2018
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 notfor-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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other

type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, David Rolnick , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, David Rolnick , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Cornell Cooperative Extension of Nassau County
Name of submitting business

Electronically signed and certified at the date and time indicated by:
David Rolnick [DGRDMD@AOL.COM]

President, Board of Directors
Title

11/13/2019 08:53:51 PM
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: Colleen Woodell
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Terr.: [redacted] Zip/Postal: [redacted] Country: [redacted]
Business Address: [redacted]
City: [redacted] State/Province/Terr.: [redacted] Zip/Postal: [redacted] Country: [redacted]
Telephone: [redacted]
Other present address(es):
City: [redacted] State/Province/Terr.: Zip/Postal: Country:
Telephone: [redacted]
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	01/28/2019
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 notfor-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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other

type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Colleen Woodell , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Colleen Woodell , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Cornell Cooperative Extension of Nassau County
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Colleen Woodell [COLLEENWOODELL@GMAIL.COM]

Treasurer
Title

11/13/2019 03:38:43 PM
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Gregory M Sandor
Date of birth: 06/11/1964
Home address: [redacted]
City: [redacted] State/Province/Terr.: [redacted] Zip/Posta[redacted] Country: US
Business Address: 5 Old Jericho T
City: Jericho State/Province/Terr.: NY Zip/Postal: 11753 Country: US
Telephone: (516) 433-7970
Other present address(es):
City: State/Province/Terr.: Zip/Postal: Country:
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	02/07/2013	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 notfor-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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other

type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Gregory M Sandor , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Gregory M Sandor , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Cornell Cooperative Extension of Nassau County
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Gregory M Sandor [GMS8@CORNELL.EDU]

Executive Director
Title

11/13/2019 02:38:58 PM
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: Reese Michaels
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/Territory: [redacted] Zip/Postal [redacted]
   Country: US

   Business Address: 5 Old Jericho Tpk
   City: Jericho State/Province/Territory: NY Zip/Postal Code: 11753
   Country US
   Telephone [redacted]

   Other present address(es):
   City: Jericho State/Province/Territory: NY Zip/Postal Code: 11753
   Country: US
   Telephone: [redacted]

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	01/28/2019
Chief Financial Officer		Partner	
Vice President	01/16/2018		
(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 notfor-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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Reese Michels , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Reese Michels , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

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Cornell Cooperative Extension, nassau county
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Reese Michaels [GGREESEM@GMAIL.COM]

Board Secretary
Title

01/10/2020 11:26:15 AM
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: 02/26/2020

1) Proposer's Legal Name: Cornell Cooperative Extension of Nassau County

2) Address of Place of Business: Eisenhower Park, SAC Building, Parking Field 8

City: East Meadow, State/Province/Territory: NY Zip/Postal Code: 11554

Country: US

Address: 5 Old Jericho Turnpike
City: Jericho State/Province/Territory: NY Zip/Postal Code: 11573
Country: US
Start Date: 04-FEB-10 End Date: 31-JAN-20

[redacted]

3) Mailing Address (if different): PO Box 148

City: East Meadow, NY 11554 State/Province/Territory: NY Zip/Postal Code: 11554

Country: US

Phone:

Does the business own or rent its facilities? Other If other, please provide details:
County Owned Property

4) Dun and Bradstreet number: 170300230

5) Federal I.D. Number: [redacted]

6) The proposer is a: Other (Describe) Non-Profit 501(c)(3)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?

YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [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, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
Currently undergoing Dept of Labor Audit

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 investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [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.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

In the event a conflict arises, the County will be notified to make 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.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/01/1914

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Non-Profit

No individuals with a financial interest in the company have been attached..

iii) Name, address and position of all officers and directors of the company. If none, explain.

See Attached 2020 Exec Comm List

No officers and directors from this company have been attached.

2 File(s) Uploaded: 2020-BOD Contact List February 2020.docx, 2020-Executive Contact List February 2020.docx

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

53

vi) Annual revenue of firm;

3626999

vii) Summary of relevant accomplishments

See 2019 Annual Report

1 File(s) Uploaded: Annual Report 2019.pdf

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

105

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Receive annual appropriation from Nassau County Department of Parks and Recreation.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	County of Nassau Office of the Aging
Contact Person	Mindy Levine
Address	[redacted]
City	[redacted] State/Province/Territory [redacted]
Country	US
Telephone	[redacted]
Fax #	[redacted]
E-Mail Address	[redacted]s

Company	US Department of Environmental Conservation Forest Service
Contact Person	John Parry
Address	[redacted]
[redacted]	[redacted] State/Province/Territory [redacted]
Country	US
Telephone	[redacted]
Fax #	[redacted]
E-Mail Address	[redacted]

Company	Department of Agriculture and Markets
Contact Person	Frank Rooney
Address	[redacted]
City	[redacted] State/Province/Territory [redacted]
Country	[redacted]
Telephone	[redacted]
Fax #	
E-Mail Address	[redacted]

I, Gregory M. Sandor , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Gregory M. Sandor , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

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Name of submitting business: Cornell Cooperative Extension of Nassau County

Electronically signed and certified at the date and time indicated by:
Gregory M. Sandor [GMS8@CORNELL.EDU]

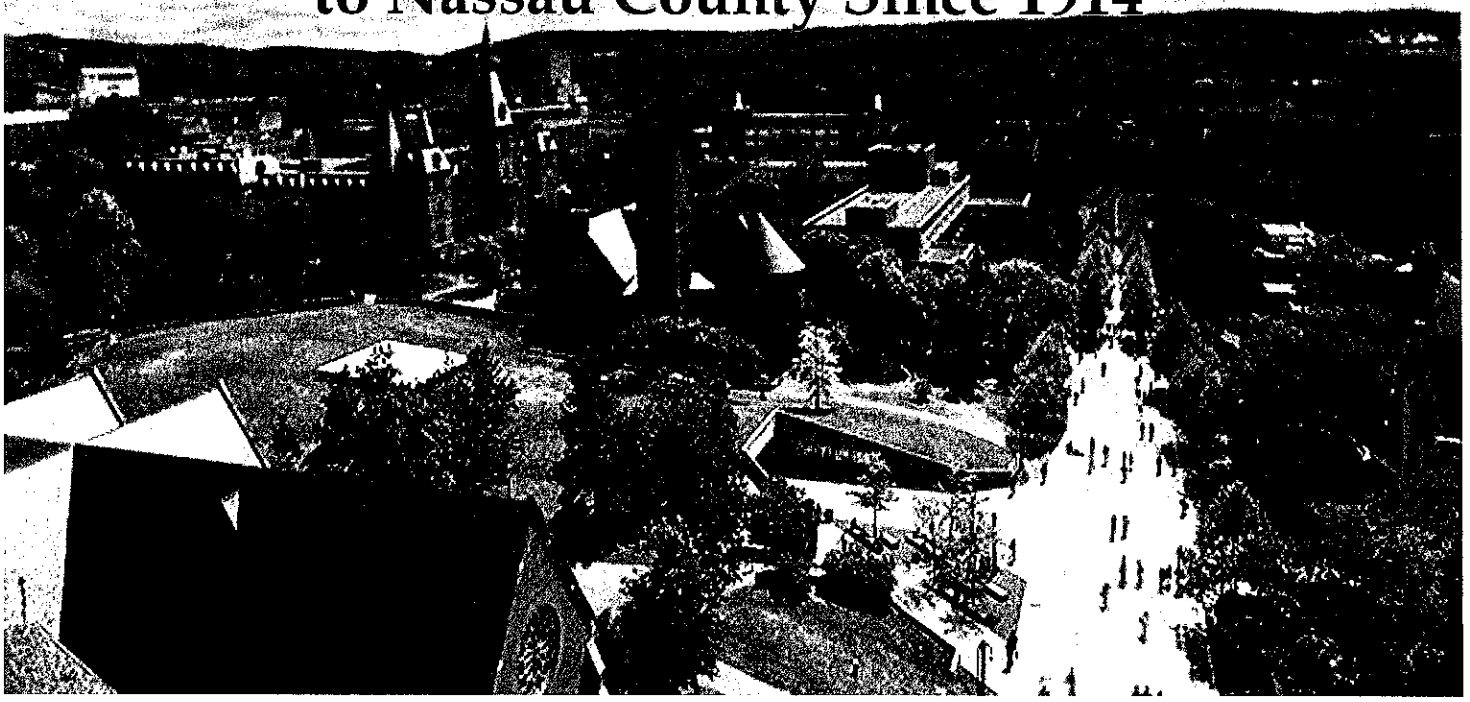
Executive Director
Title

02/26/2020 02:53:31 PM
Date

Cornell University
Cooperative Extension
Nassau County

Annual Report 2019

CONNECTING CORNELL UNIVERSITY to Nassau County Since 1914

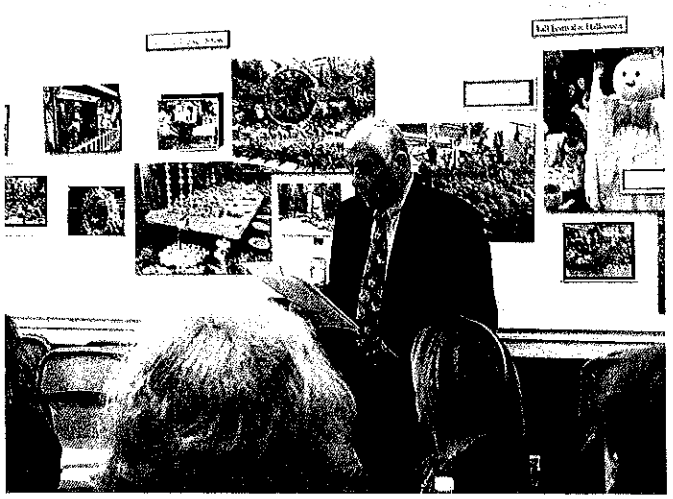


OUR MISSION

Cornell Cooperative Extension of Nassau County is committed to building healthy lifestyles and healthy communities by conducting educational programs that connect Cornell University resources to community needs for all people in the county.

BOARD OF DIRECTORS - 2019

President	David Rolnick
Vice President	JoAnn Zenewitz
Treasurer	Colleen Woodell
Secretary	Reese Michaels
Members	Josie Hui-Walwyn
	Kathy Levine
	Jay Litzman
	Karl A. Rueck
	Patricia Valente
	Judith Wilansky
State Extension Specialist	Renee Smith



CORNELL COOPERATIVE EXTENSION OF NASSAU COUNTY

STAFF 2018

EXECUTIVE DIRECTOR

Gregory M. Sandor

ADMINISTRATION

Finance
Deborah Farr (partial)
Dawn Avento
Tracy Jolly

Executive Assistant
Jane Kraus

Human Resources
Dionne Marshak (partial)
Erika Hulver

Information Technology
Andrea Savoretti

Printing Operations
Andre Adjahoe

PROGRAM AREAS

Food and Nutrition

Program Staff

Jennifer Colletti (partial)
Emily Aldorasi
Breanna Bachmann
Mae Bennett
Nicole Borukhov
Eugenia Cuadra
Kathleen Emmett
Susan Kessler
Robyn Littman
Janet Maruna
Karen Novoa
Maria Sant'Angelo
Patricia Scalise
Laura Simmons

Environmental Horticulture

East Meadow Farm

Jennifer Cappello-Ruggiero
Nick Bates (partial)
Addie Cappello (partial)
Eugene Caruso
Vincent Drzewucki
Jonathan Gaare
Kevin Siragusa
Nella Stranieri

4-H Youth Development

Dorothy P. Flint 4-H Camp

Lisa Goldberg
Robert Calamia
Jessica Herwick
Sydney Galligan
Robert Peterson

LI Taste NY

James Trejos
Claudia Barbey
Elianny Carrasco
Mark Cassin
Guy Danzig
Lynette Frey
Angelica Pulvirenti
Temporary Staff

Message from our Leadership

MESSAGE FROM OUR LEADERSHIP

Dear Cornell Cooperative Extension Supporters, Colleagues and Friends,

On behalf of the Board of Directors, Staff and Volunteers of Cornell Cooperative Extension of Nassau County (CCE-NC) we would like to thank you for a very successful year. Over the past year, with the relationship of dedicated volunteers working with professionals in environmental science, horticulture, 4-H youth development and food/nutrition in partnership with Cornell University, we have had a positive impact on many communities across the County.

CCE-NC is a unique partnership with federal, state and local government where funding and our support is leveraged from all levels of government to create a dynamic and vibrant organization. We would like to thank the Nassau County Executive, Nassau County Legislature, Nassau County Department of Parks, Recreation & Museums and other County Departments for their on-going support. We also would like to thank our other federal, state and local partners. We could not do all of our important work without all of your support!

In 2018 CCE-NC continued to partner with New York State Department of Agriculture and Markets for the statewide Taste NY initiative. Taste NY promotes local small scale producers and farmers and allows them to showcase their products at our LI Taste NY Market at the LI Welcome Center and at our Taste NY Carts at Penn Station in New York City. This exciting agricultural venture showcases our commitment to the local food economy and sustainable food systems. Our other quality educational efforts include our work at East Meadow Farm (EMF) where we have our diagnostic program, our community farm stand, operate over 60 community gardens and seven "hands-on" demonstration gardens and host hundreds of volunteers. We held a new Master Gardener class in the Fall and continue to build upon our vibrant and successful volunteer program. At EMF, we also wrapped up a successful 3 year grant for our Urban Forestry Program where we conducted our Asian Long-Horned Beetle Reforestation project (a partnership with the US Forest Service/ NYS DEC). We planted over 1,650 trees under this program.

Our CCE-NC Nutrition Programs, which include ESNY/SNAP-Ed (partnering with CCE-Suffolk and FREE), EFNEP and Senior program where we work with over 100 community centers throughout Nassau County provide hands on nutrition education and recommendations for healthier living. And finally, our commitment to 4-H Youth Development has been unwavering for over 100 years as we continue to operate our Dorothy P. Flint Nassau County 4-H Camp in Riverhead, NY and have expanded our 4-H presence at the LI Fair.

Larry Berger
Board President

In closing, we would like to thank our CCE-NC Board Members, Staff and Volunteers for their on-going support and commitment to our mission. We are grateful for all of your hard work! Our talented and professional CCE-NC staff are the backbone of our Association and their dedication allows us to continue to grow and deliver high impact programs throughout Nassau County. As we begin a new year we look forward to continuing to serve the community that we so proudly call our own and want to say "thank you" to you, our supporters. We truly appreciate your commitment to CCE-NC!

Gregory Sandor
Executive Director

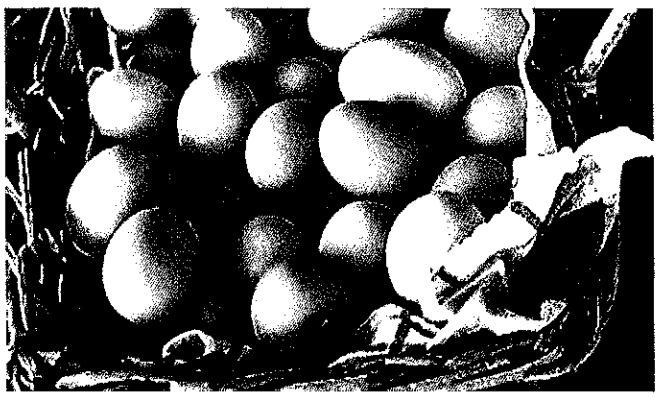
EAST MEADOW FARM

The Diagnostic Information Center at East Meadow Farm is a place for residents to get assistance with plants and lawn care, insects, growing fruits and vegetables, and much more. CCE Staff and trained Master Gardeners have assisted with over 2,000 Horticulture Information Center visits. That includes over 630 counter visits, over 228 soil pH tests, and over 1,018 phone calls. We also receive many emails requesting horticulture assistance.

Our **Community Gardens** are a wonderful way to bring horticulture and gardening to a community that may have limited space. The Community Gardens at the East Meadow Farm consist of 60 beds that are leased to schools, families, individuals and community groups. Most gardeners grow produce for their families, and school/youth groups utilize the space to learn about botany, as well as plant and soil science.

At the East Meadow Farm we have various **Demonstration Gardens** that are maintained by Master Gardeners. Admission is free and they are open every day from dawn to dusk. Our demonstration gardens include a Rose Garden, Dahlia Garden, Pollinator Garden, Herb Garden, Vegetable Garden, Compost Demonstration, Small Space Garden, Mini Arboretum, Fruit and Berry Garden and Cut Flower Garden.

Our Community Farm Stand is run by the CCE-NC Farm Stand Manager and interns with the help of Master Gardener volunteers. Our produce is grown at East Meadow Farm and at our 4-H Camp Farm in Riverhead. Produce is grown using sustainable farming methods without the use of harmful pesticides. East Meadow Farm is deeply rooted in our dedication and commitment to provide the highest quality produce to our customers. The farm stand accepts FMNP coupons, allowing consumers access to affordable nutritious fresh vegetables. The CCE-NC Nutrition Department is on hand at the farm stand to educate the community about the available produce, its nutritional value, and ways to prepare the food they purchase.



ENVIRONMENTAL EDUCATION

Our **Environmental Preschool Program** has entered its third year in the Fall of 2018. Through hands on experience in a natural setting the children explore the seasonal changes and yearly evolution of the environment around them. During their time at East Meadow Farm they have fun investigating, participating in hands on activities, reading and growing. Through this class we bring an awareness of the wonders of the natural world.

Our **Community Outreach** consisted of providing presentations to the community and held more than 220 free Environmental Horticulture Gardening lectures and workshops at East Meadow Farm. More than 1,500 people attended. Staff and Volunteers provided Community Outreach at more than 20 locations, including Fairs and Exhibits, and reached more than 2,000 residents.

Our annual **East Meadow Farm Family Fun Day and Science Day** welcome parents and children to explore the farm, participate in hands on activities, attend educational workshops in a fun setting and grow their interest in horticulture and science.

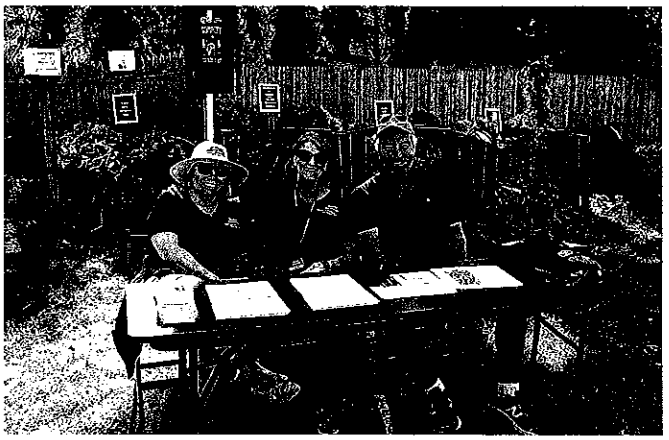
Our feathered friends are an integral part of East Meadow Farm. We currently have 3 Pekin ducks, 1 Crested Magpie duck and 3 Cinnamon Queen chickens. The chickens and ducks are pasture raised in our demonstration garden. Children and parents delight in their antics. They perform needed chores, eating pests, mulching leaves & compost and tilling soil, not to mention their nutritional egg supply.

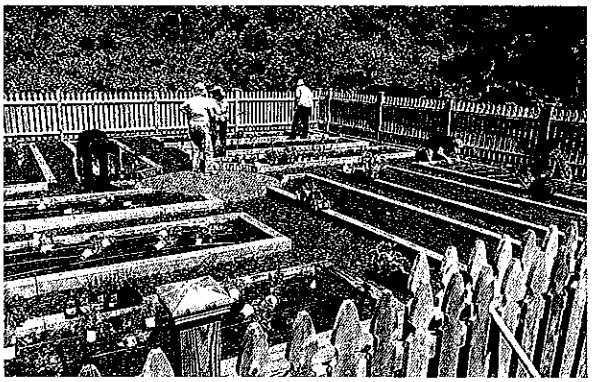
Entering its second season, **Rudy's Kitchen** continues to be an important part of the community and mission of CCE. Rudy's is a 1966 Airstream that has been customized as a food truck that resides at East Meadow Farm. The mission of Rudy's is to source local produce for creating their salads and sandwiches. The menu also includes smoothies, cold brew coffee, drink of the day, and for kids delicious grilled cheese and peanut butter and jelly sandwiches. Customers walk the gardens, sit, relax and enjoy good food. Rudy's has been a big success and has a diverse and dedicated following. Rudy's is open Tuesday through Saturday.

The week of March 20th was designated as **NY Agriculture in the Classroom Week,** coordinating the twelfth annual NY Agricultural Literacy Week. This literacy program was offered to second grade students throughout New York State and gave children the opportunity to learn about where food comes from. The book selection this year was **Before We Eat** by Pat Brisson and tells the story of the hard work by farmers, fisherman and many others to bring the food we eat to the stores for us to purchase. Last year over 52,000 students across New York State participated in the New York Agriculture in the Classroom Program. This year CCE-NC read to over 100 classes throughout Nassau County. Once again the program was a phenomenal success for all involved.

MASTER GARDENER OUTREACH

The **Master Gardener Program** at CCE Nassau is designed to both expand the educational level of volunteers with accurate, unbiased horticulture information and to provide the volunteers with an opportunity to share this information with the community. We currently have over 160 Master Gardeners that work and learn in our Demonstration Gardens and volunteer their horticultural expertise throughout Nassau County. Our Master Gardeners volunteered over 10,240 hours this year. We also provided a new series of Master Gardener meetings and Master Gardener Professional Development for volunteers.





Sands Point Preserve, a park and educational center on the north shore of Long Island, added a beautiful vegetable garden to their landscape. This garden will not only provide produce, but will be a valuable educational tool at the preserve. Sands Point hosted one of their high profile fundraising events, the White Party, and looked to CCE-NC Volunteers to assist on the planning and planting of the garden. The CCE-NC volunteers, as always, stepped up to the plate and created a well thought out edible landscape, which was a focus of the event. We are proud to say that CCE-NC was one of the honorees at this event.

On November 16, CCE-NC, in conjunction with Cornell University, conducted **field planting demonstrations at Eisenhower Park** of the "in-grass bulb planting machine" that Dr. William Miller and the Cornell Flower Bulb Research Program has been testing for the last year. This simple, tractor mounted machine plants bulbs under the sod with minimal disturbance. It lifts the sod, drops bulbs under, and replaces it all in one pass (and with no digging!). It can plant mixtures of bulbs (ex: crocus, daffodils, scilla and grape hyacinths) to provide long-lived color blends, or can create swaths of mono-color plantings for bright accents.

Master Gardener
Cornell Cooperative Extension

URBAN FORESTRY

The **Urban Forestry Department** at CCE-NC completed a 3 year grant through the US Forest Service and NYS DEC aimed at mitigating damage done by the invasive Asian Long-Horned Beetle. Over 8,000 trees have been removed due to damage from the beetle since its first appearance in central Long Island. The grant mission was to aid in the eradication process by planting non-host tree species, assist in the reforestation of Long Island by implementing the practice of silviculture, and educate/inform the public about urban forestry through outreach programming. Over the 3 years of the grant project, 1677 trees were planted within the quarantine zone. Of those 1677 trees, 530 were planted in 2018: 179 were planted on private/commercial and residential properties, 108 were public trees for the Town of Babylon, 23 were public trees for the Village of Amityville, 83 were planted at 5 different Amityville School District locations. Additionally, South Oaks Hospital received 37 trees, St Charles Cemetery received 22, and Pinelawn National Cemetery received 78.

On April 26th 2018, the Honorable Nassau County Executive Laura Curran, along with Nassau County Tree Advisory Board Members and other community members planted a native flowering Serviceberry tree, Amelanchier canadensis, at a corner of the historic Theodore Roosevelt Nassau Executive and Legislative building on Franklin Avenue in Mineola to observe and celebrate Arbor Day. The event also served Nassau County's quest for achieving "Tree City USA" recognition, a program sponsored by the National Arbor Day Foundation. Participants included Nassau County Executive Laura Curran, and Tree Advisory Board members, Robert Sympson, Norma Gonsalves, Richard Arnedos, Kathy Gaffney, Rob Alvey and Larry Ferrandiz. To kick off the event, introductory remarks were made by Advisory Board Chairman Robert Sympson, followed by opening remarks from County Executive Laura Curran who provided a proclamation for recognizing the Arbor Day celebration and thanked all for their dedication to improving Nassau County and their work on creating a more sustainable future for all Nassau County residents.

In October, members of the Urban Forestry Team were invited to present at the annual **Society of American Foresters Convention** in Portland, Oregon. The presentation covered the project planning and process and data from iTree, demonstrating the future projected positive impacts that the new tree plantings would provide. Also, the team leant their expertise for Arbor Day plantings at the Town of Hempstead and at Suffolk Community College's Riverhead campus.

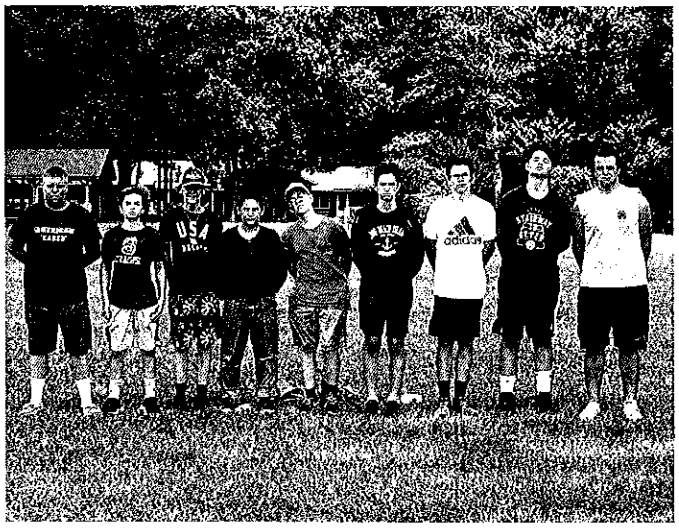
4-H YOUTH DEVELOPMENT

Dorothy P. Flint Nassau County 4-H Camp

We enjoyed another summer of fun at the Dorothy P. Flint 4-H Camp. Hundreds of campers joined us for our 94th season of camping. **With 999 camper weeks**, our 2018 season was full of memories that will last a lifetime!

Dorothy P. Flint 4-H Camp provides unending opportunities for youth to try new things, step out of their comfort zone, find strength in their independence, and explore interests they may not otherwise have opportunity or exposure to outside of our camp setting. Programming is guided by National 4-H Principles, focused on youth development, and skill-building through experiential learning and emergent curriculum models. In short, "learning by doing"!

During the 2018 summer camp season, our **4-H Farm** and Agriculture programs continued to expand our teaching and growing spaces, and successfully incorporated themes of food systems, farm to table, animal science and sustainability through agricultural learning experiences in our every day camp lifestyle. Highlighting one of our greatest assets at CCE-NC, our Camp Farm, interdisciplinary programs were launched connecting the Camp Farm to many other program areas, such as Outdoor Living / Cooking/ Survival, Arts and Crafts, Performing Arts, Nature Studies, and Cooking classes. Not only were our campers' eyes opened to new programs, but our kitchen staff added to the blossoming of our farm to table philosophy by picking fruits, vegetables and herbs from our gardens, and incorporating them into camp meals, BBQ's and healthy snacks. Campers learned about seasonal and cultural fruits, veggies, herbs, seeds and edible flowers, how to harvest and safely clean their produce, and delivered the surplus to the camp Lodge Kitchen where our staff incorporated the farm produce into meals and the fresh salad bar.



We also created an initiative to make more "class connections" during the 2018 season. We created more cohesive programming across different areas of camp for a more homogenous learning experience. We launched a class called **"Play with Your Food!"** Our youth made instruments out of our farm vegetables. This connection between music and our farm was a fun experience for all! We also have introduced more environmental science-based classes during this season. Fishing was a big hit; we even set up a 100 gallon fish tank stocked with what campers were able to catch! This helped educate our youth on our local aquatic ecosystems while being active and having fun.

4-H YOUTH DEVELOPMENT

Our **High Ropes Climbing Adventure** empowers campers to challenge themselves to complete our 5-station high ropes course, with a 35-foot rock climbing and rappelling tower, zip line and platforms, and gain self-awareness and self-confidence as they increase skills that enable success at each station. The tower includes a moveable "vertical playpen" allowing climbers to work in pairs as they improve their teamwork skills to cooperate, communicate, and work together to navigate obstacles and reach the top.

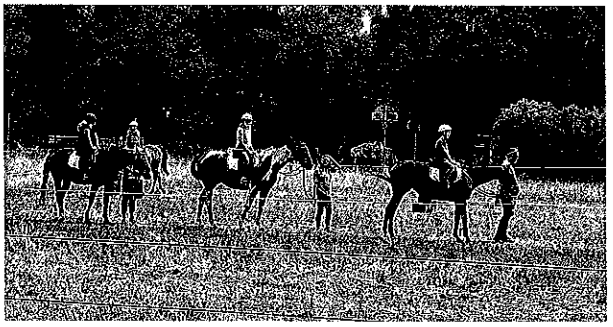
Our **Youth Development Programming** in the "off-season" has expanded, keeping our 4-H Youth Leaders connected to 4-H programs throughout the school year. Our Youth Leadership Weekend Programming has blossomed into eight weekends of programs encouraging youth leaders to support our camp community by assisting with big tasks on camp grounds that require teamwork (and implement STEAM skills and understanding), trains our leaders to speak publicly with guests and tour visitors through out camp grounds, and practice our hosting skills. Leadership Weekends incorporate many reflective activities, themes and group lessons to encourage growth, self-confidence, and to better prepare our future leaders to improve their skills in a friendly, open-minded atmosphere.

At Dorothy P. Flint 4-H Camp and in all 4-H programs, both on-site and in community settings, CCE Nassau County is continuing to support the launch of the National 4-H Safe Spaces Initiative and Logo. The purpose of the Safe Spaces Logo is to "Create a safe, inclusive space for learning, sharing and collaboration welcoming to people from diverse backgrounds, cultures and perspectives. The NYS 4-H Safe Spaces Logo is a sign of our commitment to nurturing this safe, inclusive environment."CCE Nassau County is executing this initiative throughout our Camp programming and procedures, including sensitivity training for staff.

Homemaker's Council
ESTABLISHED 1967

The **Homemaker's Council of Nassau County, Inc.**, generously donates money towards "Camperships" for deserving kids in Nassau County to enjoy the lifetime memories of a camping experience. In addition, there are many other individuals who support our camp with generous donations. Contact us at nassau@cornell.edu to make your tax-deductible donation to help our community's kids realize their true potential.

SAFE SPACE



FOOD AND NUTRITION

Our Eat Smart New York! (ESNY) And Expanded Food & Nutrition Education Program (EFNEP) enhance the health of residents by helping them establish healthy eating habits and a physically active lifestyle. We work closely with various community partners to provide education to youth, families, adults and senior citizens.

EatSmartNY
Long Island Region

The goal of ESNY is to improve health and reduce obesity among low-income families who receive Supplemental Nutrition Assistance Program (SNAP) benefits or are SNAP eligible. The ESNY program is funded through a five year grant from the NYS Office of Temporary and Disability Assistance.

EFNEP

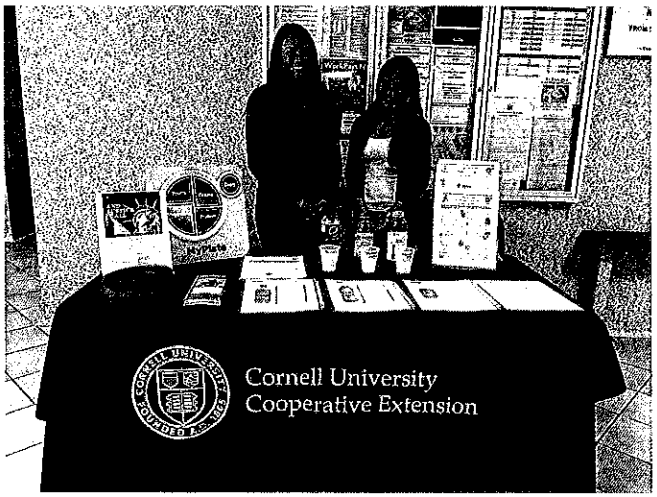
We provide free nutrition classes for low-income families and youth. By participating in these programs, adults and youth learn how to: plan and cook easy, tasty, healthy meals; use the Nutrition Facts label on food packages to choose healthier foods; drink fewer sweetened beverages; shop smart and save money on food; keep their food safe; and be more physically active. Funding is provided by USDA's Supplemental Nutrition Assistance Program (SNAP-Ed) and Expanded Food & Nutrition Education Program (EFNEP).

Our **Senior Nutrition Education Program** provides free nutrition presentations for senior citizens at designated senior sites. This program is funded by the Nassau County Office for the Aging.

Our **Community Nutrition Education Program** provides workshops for youth and adults which are offered at various community locations. A fee is charged for these workshops.

In 2018 our educators conducted 2,562 classes for 33,458 adults and youth. They participated in one class or a series of classes to increase their knowledge, and develop the skills, needed to choose and prepare nutritious foods and be more physically active.

We partnered with over 100 community organizations, some of which are located in the following communities: Elmont, Freeport, Glen Cove, Great Neck, Hempstead, Lawrence, Long Beach, Port Washington, Rockville Centre, Roosevelt, Uniondale, and Westbury.

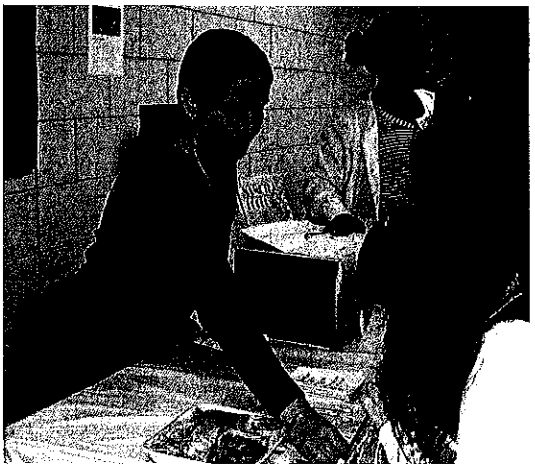


FOOD AND NUTRITION

PROGRAM SUCCESS STORIES

EatSmartNY
Long Island Region

West Hempstead High School participates in the SNAP-Ed program funded by USDA. All classes grade 9 – 12 participate in this program with monthly education sessions. As a result of the close work of our educators, the students are now working in the kitchen and sampling the foods they cook. The pictures below were received in an email from one of the teachers showing the students cooking and sampling white rice and whole grain brown rice. You can see their excitement as they prepare their own foods and taste test them.



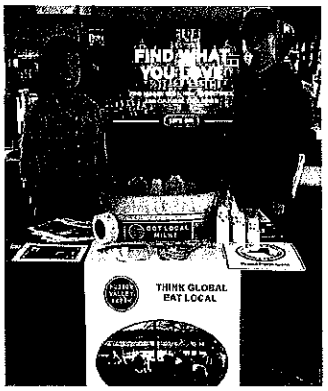
We continued with our Corner Store Initiative to promote good nutrition to the communities we serve. The goal of this program is to tie together the education provided in the schools with availability in the communities served. We have partnered with three delis in Roosevelt and have had success! At the deli's we have provided signage and baskets and are continuing to work with the store owner to display fresh fruits & vegetables.

BEFORE

AFTER

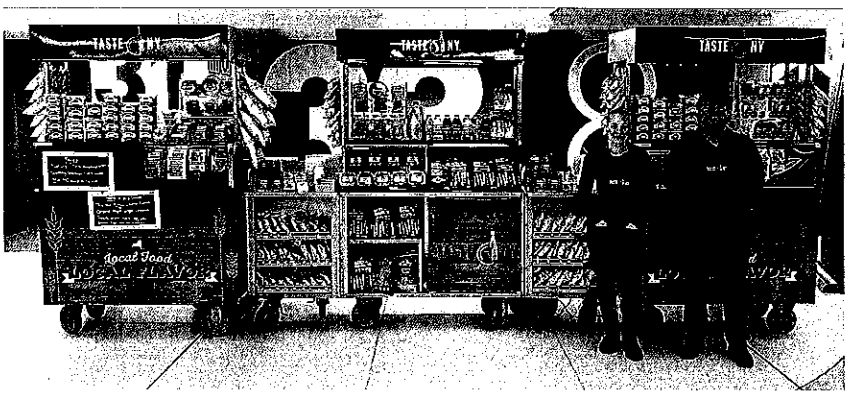
LI TASTE NY MARKETPLACE

The past year at the LI Taste NY Marketplace has been a huge success for CCE-NC. Our sales exceeded $850,000 and we have showcased over 150 State vendors and their products. As part of our mission to introduce local producers/vendors to Long Island residents, we held 3 exciting events this year. In June we featured Dairy Month. Our goal was to promote local dairy farms and vendors and to raise awareness that dairy is NY State's biggest export. A Cornell University dairy student representing Hudson Valley Farms and was onsite to educate customers about NYS dairy products. In July we featured Seafood Month and with the help of our Seafood Ambassador we raised awareness of our local fishing industry, fishing techniques, fish portion sizes, fish native to Long Island and oyster shucking. The third event we held was a Business to Business Expo which was a collaborative effort between CCE-NC, the Suffolk County Alliance of Chambers, the Nassau Council of Commerce Chambers and the NYS DOT. A total of 27 vendors participated in this event. During the event, vendors exchanged product information and worked collaboratively to cross-promote their products. This provided an engaging platform for buyers and vendors to network and spend quality time together.



TASTE NY PENN STATION

For the second year, CCE-NC has been operating Taste NY Carts at the newly renovated LIRR terminal at Penn Station. The Taste NY Carts provide "grab n go" products from NY vendors to travelers/commuters. In May, the Taste NY Carts had their first product sampling, PeKant Tea. The following month, Michael Circosta, of PeKant Tea, was interviewed by the Innovate Long Island magazine. Michael credited Taste NY for increasing their exposure and recognition leading to a jump in online sales. We also introduced Kitu's Super Coffee. While some enjoy it warm, this shelf-stable drink is best served cool or over ice.

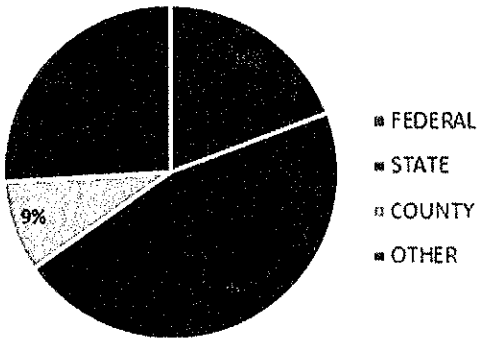


In late Spring 2019, LI Taste NY is planning on expanding our Penn Station Carts to 2 new locations.

CCE-NC Funding

2018 FUNDING OVERVIEW

Nassau County began its Cooperative Extension program in 1914, pursuant to the Smith-Lever Act and NYS County Law 224, under the auspices of community leaders who formed the first board of directors. For over a century, Cornell Cooperative Extension of Nassau County has been a trusted steward and accessible resource for university research-based information and education with deep local connections to multiple stakeholder constituencies—adept at creating and working in partnerships while making Cornell knowledge, resources and programs useful and readily available, addressing an array of issues of interest and/or concern, typically at little or no direct cost to Nassau County residents.



Federal

Federal Grants / Contracts	571,943.60
Smith Lever	110,749.33
Total Federal Support	**$682,692.93**

State

State Grants / Contracts	641,372.45
State 224	58,703.19
Fringe Benefits	986,704.10
Total State Support	**$1,686,779.74**

County

County Appropriation	188,000.00
County Buildings	91,275.00
County Agreements / Contracts Federal	33,900.96
County Agreements / Contracts County	20,000.00
Total County Support	$333,175.96

Other

Other Grants / Contracts	45,377.47
Contributions	12,223.18
Program / Operating Revenues	895,270.71
Total Other Support	**$952,871.36**

GRAND TOTAL OF ALL SUPPORT **$3,655,519.99**

2018 Cornell Cooperative Extension of Nassau County programs were made possible via funding from:

- Nassau County Executive and Legislature
- Nassau County Department of Parks, Recreation, and Museums
- Nassau County Department of Health and Human Services
- New York State Department of Environmental Conservation
- New York State Department of Agriculture and Markets
- New York State Office of Temporary Disability and Assistance
- United States Department of Agriculture
- US Forest Service / APHIS

Public Funding Partners

2018 Nassau County, County Executive Laura Curran

2018 County Legislators by District #

#1	Kevan Abrahams	#11	Delia DeRiggi-Whitton
#2	Siela A. Bynoe		
#3	Carrie Solages	#12	James Kennedy
#4	Denise Ford	#13	Thomas McKevitt
#5	Debra Mule	#14	Laura Schaefer
#6	C. William Gaylor III	#15	John R. Ferretti Jr.
#7	Howard J. Kopel	#16	Arnold W. Drucker
#8	Vincent T. Muscarella	#17	Rose Marie Walker
#9	Richard J. Nicolello	#18	Joshua A. Lafazan
#10	Ellen W. Birnbaum	#19	Steven D. Rhoads

THANK YOU TO SOME OF OUR COMMUNITY PARTNERS

Brickman Group

Cornell University

Farmingdale State College

Friends of the Hempstead Plains

FREE (Family Residences and Essential Enterprises, Inc.)

Hicks Nurseries

Herb Society of America

Hofstra University

Homemakers Council of Nassau County

LINLA

Mid Island Dahlia Society

Nassau County

Nassau County Department of Parks

Nassau County Legislature

Nassau County Soil and Water Conservation District

Nassau Land Trust

New York EDEN (Extension Disaster Education Network)

NYS Department of Conservation

NYS Agriculture & Markets

Old Bethpage Village and Restoration

Planting Fields Arboretum

SOS For Your Soil

Unitarian Universalist Congregation at Shelter Rock

US Forest Service

United States Department of Agriculture

THANK YOU TO OUR GENEROUS DONORS

$1,000 and over

Levin, Jahn

Rolnick, David G. & Dale B.

Schaefer, Frances

$500 to $999

Anne Sullivan Memorial Fund

HCNC - Lynbrook-Hewlett-Woodmere

HCNC - Merrick South Shore

Rodriguez, Juan & Katie

Sullivan, Alice K.

$250 to $499

HCNC - Rockville Centre Day

HCNC - Stewart Manor

HCNC - Syosset Day

Heller-Smitelli, Janet L.

Lupo, Cathy

McCloskey, Tom

Square Foot Gardening Foundation

Taylor, Kathy

The Mel Bartholomew Foundation

$0 to $249

Adams, Paul

Berger, Lawrence

Crane, Charles

HCNC - Baldwin Evening

HCNC - Carle Place Evening

HCNC - Carle Place Evening

HCNC - Farmingdale Day

HCNC - Franklin Square Day

HCNC - Hicksville Day

HCNC - Levittown Evening

Kozlowsky, Bruce C.

Michaels, Reese

Newman, Bonnie

Oliver, Patricia

Plant a Row for the Hungry

Reichenbach, Herb

Schafer, Ellen & Allen Trustman

Scheer, Elizabeth

Schildkraut, Robert

Senk, Maureen

Simeone, Gloria c/o Harmony Rose Designs

Smith, Hope Geier

Timpanaro, Lois

Valentin, Teresa

Wellington, James F

Wientge, Jr., Walter

Wilk, Jill & Jack

OUR LOCATIONS

Cornell Cooperative Extension of Nassau County
Eisenhower Park, SAC Building, Parking Field 8
East Meadow, NY 11554
516-832-2591

Horticulture Center and Demonstration
Gardens at East Meadow Farm
832 Merrick Avenue
East Meadow, NY 11554
516-565-5265

Dorothy P. Flint Nassau County 4-H Camp
3186 Sound Avenue
Riverhead, NY 11901
631-727-9762

LI Taste NY at LI Welcome Center
5100 Long Island Expressway
Dix Hills, NY 11746
631-254-0414

Email: Nassau@Cornell.edu
Website: www.ccenassau.org
Facebook: www.facebook.com/ccenassau
Twitter: www.twitter.com/ccenassau

Building Strong and Vibrant New York Communities

Cornell Cooperative Extension is an employer and educator recognized for valuing AA/EEO, Protected Veterans, and Individuals with Disabilities and provides equal program and employment opportunities.

CORNELL COOPERATIVE EXTENSION OF NASSAU COUNTY
2019 BOARD OF DIRECTORS – *Revised January 2019*

NAME/TITLE	TELEPHONE /FAX/EMAIL	OCCUPATION	TERM ENDS
PRESIDENT ***David G. Rolnick*** [redacted]	[redacted]	Retired Dentist	1st Term ends Dec.2020
VICE PRESIDENT ***JoAnn Zenewitz*** [redacted]	[redacted]	Librarian, Malvern Public Library	2nd Term ends Dec. 2019
SECRETARY ***Reese Michaels*** [redacted]	[redacted]	Hygeia Realty Inc. President	2ndTerm ends Dec. 2021
TREASURER ***Colleen Woodell*** [redacted]	[redacted]	Retired Credit Analyst	1st Term ends Dec. 2021
EXECUTIVE DIRECTOR ***Greg Sandor*** Cornell Cooperative Extension of Nassau Co. [redacted]	[redacted]	Executive Director	

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Cornell Cooperative Extension of Nassau County

Address: 5 old Jericho Turnpike

City: Jericho State: NY Zip Code: 11705

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Other (specify) Not for Profit

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):

1 File(s) uploaded

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

NONE

No shareholders, members, or partners have been attached to this form.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, ente "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Greg Sandor [GMS8@CORNELL.EDU]

Dated: 12/16/2019 12:49:33 PM

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.

THIS AGREEMENT, dated as of January 1, 2020 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Human Services, Office of Youth Services having its principal office at 60 Charles Lindbergh Boulevard, Suite 220, Uniondale, New York 11553-3691 (the "Office" or "Department"), and (ii) Cornell Cooperative Extension of Nassau County, a New York State not-for-profit corporation, having its principal office at 5 Old Jericho Turnpike, Jericho, New York, 11753 (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to retain 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 promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2020 and terminate on December 31, 2022, unless sooner terminated in accordance with the provisions of this Agreement, (each calendar year included in the term of this Agreement, an "Agreement Year"), subject to all the terms and conditions of this Agreement including that the County may terminate this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement ("Services") shall consist of a comprehensive program entitled 4-H Youth Development Program ("Program"). By hiring additional dedicated educators and adding staff time for existing 4H staff, the Program will be able to create and/or expand the 4H youth development programs. The Program which is more fully described in Appendix A attached hereto and incorporated herein by reference shall be subject to the direction, approval and control of the Office.

3. Payment.

   a. Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement for the first Agreement Year (the "First Agreement Year Maximum Amount") shall not exceed Fifty Thousand and 00/100 dollars ($50,000.00), payable as follows:
      (i) one third (⅓) of the First Agreement Year Maximum Amount shall be paid in advance upon the final execution of this Agreement; and
      (ii) Starting with claims submitted for Services performed in April and continuing until September, the total advance will be deducted in equal installments from the monthly claims submitted. If claims for any of the six (6) months are less than the monthly amount being deducted, the Contractor shall submit with its claim a check payable to the County for the difference.
      (iii) Subsequent payments shall be on a reimbursement basis for actual expenses incurred and solely in accordance with the budget attached hereto.

b. Funding for Additional Agreement Years. Funding for additional Agreement Years is contingent on availability of funds for this purpose and shall not exceed a maximum amount of Fifty Thousand and 00/100 Dollars ($50,000.00) per additional Agreement Year, so that together with the First Agreement Year Maximum Amount, shall not exceed One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00) (the "Total Authorized Maximum Amount") as full consideration for the Contractor's Services provided under this Agreement. If funds are made available by the County Executive for additional Agreement Years, and the County Legislature makes a budgetary appropriation for this purpose, the Department may allocate a portion of the funds for that particular Agreement Year. Such allocation of funding for additional Agreement Years shall be accomplished by written notification from the Department to the Contractor, and subsequent processing of a contract advisement to add the additional Agreement Year funds. The Department shall notify the Contractor by letter of the availability of funds for additional Agreement Year(s), including the amount of available funds to advance the Contractor. The availability of additional Agreement Year funds shall be subject to necessary County approvals for the budgetary appropriation for this purpose and the encumbrance of funds. Payment to the Contractor of any such funds shall be made in accordance with the terms of this Agreement, including but not limited to all reconciliation and voucher requirements and additional funding provisions as well as the approved budget for the Agreement Year and the funding available is within the Total Authorized Maximum Amount. In the event that funds are not approved by the County Executive for any given Agreement Year, the County is under no obligation to provide funds for the Agreement for the given period, and the Contractor has no claim under the Agreement for funds that have not been duly authorized by the County.

c. Partial Encumbrance. Each partial encumbrance is subject to all requisite County and other governmental approvals and the availability of funds. The Contractor shall be notified when each encumbrance is available. The Total Authorized Maximum Amount is to be encumbered as follows:

    i. initial encumbrance shall be and Fifty Thousand and 00/100 dollars ($50,000.00);

d. Vouchers; Voucher Review, Approval and Audit. All payments 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 a certified statement of expenses and income for the applicable period, in a form that includes in each expense row the name of the person or entity to whom or which payment was made and the amount of the payment, and states at the bottom of the payment column the aggregate amount of all payments for which reimbursement is claimed, and (d) if requested by the Office and/or the County Comptroller or his/her duly designated representative (the "Comptroller") is accompanied by specific documentation supporting the amount claimed, including, but not limited to, a certified payroll statement setting forth the names, positions and salaries paid by the Contractor during the preceding month, and (ii) review, approval and audit of the Voucher by the Office and/or the Comptroller.

e. Timing of Payment Claims. The Contractor shall submit claims, accompanied by invoices, no later than thirty (30) days from the last day of the prior month, and not more frequently than once a month.

f. No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed, or to be performed, under other agreements between the Contractor and any funding source, including the County.

g. Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following termination of this Agreement shall not exceed payment made as consideration for services that were (i) performed prior to termination, (ii) authorized to be performed by this Agreement, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

h. Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event the County loses funding, including reimbursement, from the State government or federal government for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agency (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.

i. Budget. The amount to be paid to the Contractor for the Services shall be in accordance with the line-item annual budgets (the "Budgets") attached to this Agreement. The Contractor shall not use contract funds to pay the direct salary of the Executive Director at a rate in excess of the 10% salary rate limitation proscribed by the department. The Office is not required to reimburse the Contractor for costs incurred in excess of the salary limitation. Budget modifications shall not be used by the contractor during the contract year to transfer amounts to the salary budget line that would result in salary being paid in excess of the 10% limitation Notwithstanding the foregoing and in accordance with State rules and regulations:
    i. the Contractor may make adjustments of not more than ten percent (10%) to any line item, except as noted in subsection 3(i)(iii) below, in the Budget provided that the maximum amount authorized for that particular Agreement Year is not increased as a result of any change or combination thereof;
    ii. the Contractor may, with prior written approval of the Department/Office Head, adjust the amount of any line item in the Budget above ten percent (10%), except as noted in subsection 3(i)(iii) below, and provided that the maximum amount authorized for that particular Agreement Year is not increased as a result of any change or combination thereof;
    iii. the Contractor may not make a downward adjustment to any line-item in the Budget related to technical and capacity building unless the Contractor provides documentation acceptable to the Department evidencing that technical and capacity building can be achieved with reduced or no funding under this Agreement. Such downward adjustment is subject to prior written approval by the Department/Office Head;
    iv. the Department Head may, in its sole discretion, extend the period of time for the Contractor to utilize remaining funding at the end of any Agreement Year up to three (3) months. Any extension permitted by the Department Head shall be under the same terms and conditions of this Agreement. Any extension of this Agreement pursuant to this Section shall not include payments to the Contractor that will, together with other payments made to the Contractor, pursuant to this Agreement, exceed the maximum amount authorized for that particular Agreement Year.

v. Failure to Use Encumbered Funds: Contractor must provide the Department with written notice of any funds expected to not be utilized in any Agreement Year by September 30 of each Agreement Year. Failure to utilize Agreement funds and to provide notification as outlined herein may result in a reduction of any amounts authorized for subsequent Agreement Years.

j. Short Agreement Year. Each Agreement Year maximum amount and, if applicable, the Budgets, are based upon a full three hundred sixty five (365) day calendar year. The maximum amount and amount payable with respect to any Budgets shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.

k. Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate: (i) the funds herein provided shall be used only and solely for the purpose(s) herein set forth, and any contrary use of the funds shall be cause for the termination of this Agreement at the County's option; and (ii) any anticipated increase in staff costs cannot result in or cause a reduction in Services unless first approved by the County.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contract 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" mean 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, Title VI of the Civil Rights Act of 1964 (CRA Title VI), Federal Executive Order 13166, Section 504 of the Rehabilitation Act of 1973, Titles II and III of the Americans with Disabilities Act (ADA) and The New York State Human Rights Law, but not limited to those relating to conflicts of interest, discrimination, living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable order, 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 (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
iii. It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

c. Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of the 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 shall, and shall cause Contractor's Agency, to hold in confidence and not to directly or indirectly reveal, report, publish, use, copy disclose or transfer any client information, (including, but not limited to names, addresses, telephone numbers, social security numbers, date of birth and medical information of any kind) ("Confidential Information"), or utilize any of such information, for any purpose, except as may be necessary in the course of the Contractor's use of Confidential Information for the purposes of this Agreement. The Contractor agrees to exercise reasonable efforts to preserve the confidentiality of all Confidential Information. Contractor acknowledges that its nondisclosure obligations under this Agreement also apply to all documents prepared by it in the course of performing this Agreement, including, without limitation, notes, data, reference materials, information, memoranda, reports, recommendations, analyses, documentation and records, that in any incorporate or reflect any Confidential Information, except as otherwise provided in this Agreement. The Contractor shall also comply with the Health Insurance Portability and Accountability Act ("HIPPA"), 42 USC section 1320a, and federal privacy and security regulations (CFR Parts 160 and 164). The provisions of this subsection shall survive termination of this Agreement.

e. Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to

this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

f. Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

g. Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

h. The provisions of this subsection shall not prohibit the disclosure of information to appropriate state or local officials in connection with a report of child abuse, neglect or maltreatment and any investigation conducted pursuant to such report. The provisions of this subsection "Protection of Client Information" shall survive the termination of this Agreement.

7. Minimum Service Standards. Regardless of whether or 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 engender 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 maintain, and cause all Contract Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement. In furtherance of the foregoing, the Contractor shall comply with all requirements set forth in Attachment "B" incorporated herein by reference and attached hereto.

c. The Contractor shall establish written methods for performance and achieving deliverables under this Agreement and provide a copy to the Department as part of Appendix A and upon request. These methods must identify indicators of success that provides a framework for assessing its effectiveness over the term of this Agreement. The Contractor must also review, analyze, document and report differences between planned versus actual performance as part of their written methods.

d. The Contractor shall collect and report data regarding the clients served under this Agreement to the Department on a quarterly basis and upon request by the Department. Such data shall contain client-specific information set forth by the Department and shall include, without limitation, demographic data, the kind of services provided, and the duration and outcome of those services.

e. The Contractor shall provide outcome reports to the Department on a quarterly basis and upon request by the Department, detailing both quantitative and qualitative assessment of activities/processes and short-term outcomes. Reports must also include long term impacts or cumulative impact on youth development in the target demographic or impact on the target issue the program is designed to address.

f. The Contractor will attempt to provide Services to low income minority individuals in at least the same proportion as the population of these individuals bears to the population of other individuals in the area served by the Contractor.

g. The Contractor shall employ adequate numbers of qualified staff to assure satisfactory conduct of the project. Further, project staff shall be, to the extent feasible, minority individuals in number in proportion to minority project participants.

h. The Contractor shall electronically record, all required information for each individual seeking Services from the Contractor, in accordance with the requirements set forth by the Nassau County Department of Human Services, Office for Youth Services. All new cases shall be electronically entered during the month in which the individual accesses Services from the Contractor. Failure to comply with this section for any three (3) months during a six (6) month period may result in forfeiture of reimbursement. Failure to comply with this section for any four (4) months during a calendar year may result in termination of the contract and/or refusal to renew the contract or award a contract the following year.

i. The Contractor shall maximize its contract performance through ongoing technical growth and capacity building in areas such as fiscal soundness, fundraising and fund diversification as well as board development.

j. The County is authorized under this Agreement to conduct contract administration and oversight of the Contractor's compliance with the terms of this Agreement, including the

Minimum Services Standards described in this Section. Such administration and oversight may include, but is not limited to, field inspections, assessment of program fidelity and implementation, as well as Contractor governance and operation.

k. Any County owned premises that is provided to the Contractor to use for purposes of delivering Services under this Agreement shall be used solely for the purposes of this Agreement. No personal use shall be allowed, made or permitted to be made on said premises by the Contractor or a Contractor Agent. The Contractor shall provide written notice to all Contractor Agents, including its board members, located on County premises of this requirement and have them acknowledge this requirement in writing.

8. Indemnification; Defense; Cooperation.

a. The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Office 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 Contractor Agent(s), regardless of whether due to negligence, fault or default, including Losses in connection with any threated 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 Agent(s) to, cooperate with the County and the Office 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 Agency 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, (iv) if operation under this Agreement include the use of owned, non-owned or hired vehicles,

Comprehensive Business Automobile Liability Insurance with a limit of not less than one million dollars ($1,000,000) for each accident or occurrence, (v) if the operations under this Agreement include the preparation or serving of food or beverages, products hazard liability, and (vi) 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 Office. Not less than thirty (30) days prior to 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 Office of the same and deliver to the Office 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/her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or mediation 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; and (iv) the failure to electronically report in accordance with Section 7(h).

b. By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations, and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Commissioner of other head of the Office (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty (60) 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 Office (the "Applicable DCE") on the same day that notice is given to the Commissioner.

c. Contractor Assistance upon Termination. In connection with the termination of impending termination of this Agreement, the Contractor shall, regardless of the reason for termination, assist the County in transitioning the Contractor's responsibilities, and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records.

a. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the Federal Office of Management & Budget Circular A-11, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit, inspection and copying by the Comptroller, the Office, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. Failure to provide access within ten (10) days of a request for access shall be deemed a material breach of this Agreement. The provisions of this Section shall survive the termination of this Agreement.

b. Within forty-five (45) days of the termination of this Agreement, Contractor shall file with the Office and the Comptroller of the County, reports as follows: (i) A complete and verified reconciliation report to include all monies received and monies expended during the term of this Agreement, must be submitted with the final claim voucher. Any unexpended funds remaining shall be repaid to the County simultaneously with the filing of the final reconciliation report; and (ii) A final project report to the Office, covering the achievement of the program goals and objectives and all personnel, administrative and other transactions which will describe how the program has operated and succeeded in providing the Services described in this Agreement.

c. All organizations may be required to provide annual agency budgets. All organizations must submit an annual audit of financial statements. Those organizations expending five hundred thousand dollars ($500,000) or more of Federal funding (from all sources) within the Contractor's fiscal year must also obtain an annual Single Audit in compliance with

Federal A-33 regulations. It is further stipulated that audits shall be made on an annual basis and that two copies of the audit must be provided to the Office within nine (9) months of the end of the Contractor's fiscal year.

13. Inventory.

a. Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "Equipment") shall vest in the County, and the Equipment shall not be disposed of without prior written approval of the County.

b. 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, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Office, any other governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.

c. Within thirty (30) days of the termination of this Agreement, the Contractor shall file final Inventory with the Office and the Comptroller. The Contractor shall dispose of the Equipment in accordance with the County's instructions. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.

d. 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 Office and the (ii) 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 or 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 the (a) final payment under or 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 and provision of Services in accordance with this Agreement, regardless of whether the Contractor is using Contractor Agent(s) to perform some or all of the

work contemplated by this Agreement, and regardless of whether the County approved the use of such Contractor Agent(s).

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims and/or actions with respect to this Agreement shall be in the Supreme Court, Nassau County, New York 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 national 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 the courier service, as applicable, and (d) (i) if to the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; 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 provisions 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 any Agreement provision 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 both parties regarding the subject matter hereof and supersedes all prior agreements (written and/or oral) of the parties relating to the subject matter of this Agreement.

21. Prohibited Hirings. The Contractor agrees that no current officers, directors, or incorporators of the Contractor shall be hired or retained by the Contractor to fill any staff position or perform any service required under the Agreement and that parents, spouses, siblings, and children of current officers, directors, or incorporators will not be employees paid from these funds without prior written approval of the Office.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

    a. Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

    b. Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the New York State and/or Federal governments, then beyond funds available to the County from the New York State and/or Federal governments.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

CORNELL COOPERATIVE EXTENSION OF NASSAU COUNTY, INC

By: Gregory M. Sandor

Name: Gregory M. Sandor

Title: CCE-NC Executive Director

Date: 11-12-19

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Title: Chief Deputy County Executive

☐ Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 12th day of November in the year 2019 before me personally came Gregory M. Sandor to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Executive Director of Cornell Cooperative Extension of Nassau County, 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

Erika Hulver

ERIKA HULVER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HU6392400
Qualified in Nassau County
My Commission Expires 05-2[illegible]

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

APPENDIX A

CONTRACTING AGENCY: Cornell Cooperative Extension of Nassau County, Inc

AUTHORIZED AGENCY PERSON: Gregory M. Sandor

ADDRESS: 5 Old Jericho Turnpike, Jericho, New York 11753

TERM OF CONTRACT: 01/01/20-12/31/22

CONTRACT AMOUNT: $50,000.00

DETAILED DESCRIPTION OF SERVICES:

By hiring additional dedicated educators and adding staff time for existing 4H staff, we will be able to create and/or expand the following 4H youth development programs:

- Junior Master Gardener - Cornell University has established an excellent 4-H Youth Development curriculum for implementation by the Extension offices for engaging youth in the garden and understanding the health and nutritional value of home grown produce
- East Meadow Farms – increased visits, increased programming and increased classes
- Expanded Marine Camp – more youth able to take advantage of this opportunity
- DPF 4-H Camp – day and overnight visits

We will also be able to replicate successful programs such as the program at P.E.A.C.E Afterschool which includes community gardens, nutrition classes, science activities and field trips.

DETAILED DESCRIPTION OF PERFORMANCE STANDARDS/MEASURES

INSTRUCTION:

In this section, contractor must provide its methods for performance and achieving deliverables under this Agreement. Please identify and include indicators of program success during the contract year and how planned versus actual performance will be assessed.

All programs are currently monitored and evaluated through ongoing internal and external evaluations. All program participant's complete final evaluation surveys which are reviewed and evaluated for program improvements/changes. Additionally, program evaluations are compared to nationwide 4-H program evaluations to ensure that the integrity of the 4-H program is maintained and that program goals have been reached. All CCE-NC programs are required to provide quarterly and final reports, these will be submitted to Nassau County as well.

TECHNICAL AND CAPACITY BUILDING REQUIREMENT

INSTRUCTION:

Use of contract funds:
The Contractor of funds exceeding $50,000 shall utilize a percentage of the contract amount to comply with the technical and capacity building requirement. Contractor shall utilize funds of not less than $1,000 and not greater than $2,000 of the total amount of the Contract.
Contractor of funds totaling less than $50,000 shall receive an additional $1,000 for the strict purpose of complying with the Technical and Capacity Building Requirement.

Grant is $50,000.

Performance Standards/Measures Instruction:

In this section, contractor must provide its methods for performance and achieving deliverables under this Agreement. Please identify and include indicators of program success during the contract year and how planned versus actual performance will be assessed.

Technical and Capacity Building Instruction:

Use of contract funds:
The Contractor of funds exceeding $50,000 shall utilize a percentage of the contract amount to comply with the technical and capacity building requirement. Contractor shall utilize funds of not less than $1,000 and not greater than $2,000 of the total amount of the Contract.
Contractor of funds totaling less than $50,000 shall receive an additional $1,000 for the strict purpose of complying with the Technical and Capacity Building Requirement.

[Remainder of Page Intentionally Left Blank.]

Attachment B

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Cornell Cooperative Extension of Nassau County, Inc		New York
Organization		State
Gregory M.	CCE-NC Executive Director	11-12-19
Authorized Signature	Title	Date

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Gregory M. Sander (Name)
5 Old Jericho Tpk., Jericho, NY 11753 (Address)
516-433-7970 ext. 110 (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 Office that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

11-12-19
Dated

Gregory M. Sandor
Signature of Chief Executive Officer

Gregory M. Sandor
Name of Chief Executive Officer

Sworn to before me this

12th day of November, 2019.

Erika Hulver
Notary Public

ERIKA HULVER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HU6392400
Qualified In Nassau County
My Commission Expires 05-2[illegible]23

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 Office 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 Office Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of

general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring the Office 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.

Nassau County Human Services
Universal Budget Form

Face Sheet

Please complete the following information about this contract:

To Be Completed By The Contract Vendor:

Contractor Name: Cornell Cooperative Extension of Nassau County

Program Name: Youth Development Services

To Start Working on Your Budget Click Here

The Section Below Will Be Completed By the Human Service Department You Are Contracting With:

Contract #	CQHS20000049
Contract Period Start: (MM/DD/YY)	01/01/20
End: (MM/DD/YY)	12/31/20
	Enter Whole # Only
State Reimbursement %	
Federal Reimbursement %	
HS Only:	Click Here To See The Fiscal Summary

To Start Working on Your Budget Click Here

Nassau County Human Services
Universal Budget Form

Return to Face Sheet

Contract # CQHS20000049

Contract Name: Cornell Cooperative Extension of Nassau County

Program Name: Youth Development Services

Select Line To Work On Here

Work on Salary and Fringe

Work on Line 2

Work on Line 3

Work on Line 4

Work on Line 5

Work on Line 6

Work on Line 7

Work on Line 8

Work on Line 9

Work on Line 10

Work on Line 11

Agency Contribution

Budget Summary

Line #	Expense type	Total $
1a	Salary	$50,000
1b	Fringe	$0
1 Total	Personnel (Salary plus Fringe)	$50,000
2	Consultant(s)	$0
3	Travel / Per Diem / Transportation	$0
4	Equipment	$0
5	Supplies	$0
6	Contractual Services	$0
7	Rent/Utilities	$0
8	Department Specific Costs	$0
9	Other Costs	$0
10	Administrative Overhead	$0
	Gross Expenditures (Lines 1 – 10)	$50,000
11	Revenue, Income, Agency Contribution, Matches	$0
	Net Budget Total (Lines 1 – 10 minus line 11)	$50,000
	Agency Contribution	$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	$50,000

Return to Face Sheet

Administrative Approval of Universal Budget Form:

Department Head Approval Carolyn McCurry

Fiscal Approval

Program Head Approval Kevin Lake

Universal Budget Form
Nassau County Human Services

Line 1 - Personnel ***Return to Summary Page***

Cost of salaries and/or wages of personnel assigned to the project

Staff Title/Name	# of Staff	Explanation/Description of Function/Expense	FTE	Salary $	Fringe $	Total $
					---------- Contract Amount Only -------	
Program Leader 1	1	2,080 hours p/y $65,000, yrly salary	0.11	$7,020		$7,020
Program Leader 2	1	2,080 hours p/y $65,000, yrly salary	0.05	$2,990		$2,990
Educator 1	1	2,080 hours p/y $46,800, yrly salary	0.21	$10,015		$10,015
Educator 2	1	2,080 hours p/y $47,500, yrly salary	0.21	$10,023		$10,023
Educator 3	1	2,080 hours p/y yrly, hourly rate $23	0.23	$9,980		$9,980
Educator 4	1	2,080 hours p/y yrly, hourly rate $19	0.27	$9,972		$9,972
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
line 1 Total		n/a	n/a	$50,000	$0	$50,000

Notes:

1. Personnel cost is salaries and/or wages (including base, OT, differentials, etc.) of personnel assigned to the project.
2. For each position, provide the: job title; name, if known; time commitment to the project as a full-time equivalent; annual salary; and/or hourly wage rate. If salary other than 100% of FTE note salary amount in description
3. All Direct Personnel Costs or Allocations are to be included in this section, not in Other.
4. Hourly Workers: Note hourly wage and number of hours worked in comments. Salary = Wage x Hours.
5. Fringe may be allocated or reported as a lump sum. Check with the department.
6. For FTE: Enter in the whole number if FTE represents the number of people (e.g., 3.5 staff). Enter a decimal if FTE represents a percentage of a person's salary and fringe (e.g., .5 for 50% of salary and fringe).

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 2 - Consultants ***Return to Summary Page***

Costs of professional consultant services provided by persons who are members of a particular profession or possess a special skill, and who are not employees of the contractor. Excludes Line 2 Personnel Costs and Line 9 Other Costs

Expense type: Consultant(s)	#	Explanation - Description of Expense	FTE	Total $
Line 2 Total		n/a		$0

Note(s): ***Return to Summary Page***

1. For each position, provide the: job title; name, if known; time commitment to the project as a percentage of a full-time equivalent; annual salary; and/or hourly wage rate. For hourly wage rate position provide annual hours to
2. Consultants must either provide a direct client service (e.g., case manager) or support a direct client service (e.g., file clerk).
3. For FTE: Enter in the whole number if FTE represents the number of people (e.g., 3.5 staff). Enter a decimal if FTE represents a percentage of a person's salary and fringe (e.g., .5 for 50% of salary and fringe).

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Return to Summary Page

Line 3 - Travel / Per diem / Transportation

Expense type: Travel / Per Diem	Explanation - Description of Expense	Total $
Line 3 Total	n/a	$0

Note(s):

Return to Summary Page

1. Costs of transportation, mileage allowance, lodging, subsistence, and related items incurred by contractor staff on project-related travel, and client transportation. This expense type does not include consultant travel costs.
2. Aggregate separately for staff and client expenses.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 4 - Equipment ***Return to Summary Page***

Costs of all nonexpendable, tangible personal property.

Expense type: Equipment Rental	**Explanation - Description of Expense**	**Total $**

Note(s): ***Return to Summary Page***

1. Rental costs of all nonexpendable, tangible personal property. Includes rental costs of furniture and office equipment such as printers, copy machines, computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total rental cost.

Expense type: Equipment Purchase	**Explanation - Description of Expense**	**Total $**

Note(s): ***Return to Summary Page***

1. Purchase costs of all nonexpendable, tangible personal property. Includes purchase costs of furniture and office equipment such as printers, copy machines, desktop computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total purchase cost.
2. Some smaller equipment purchases may be recorded as supplies (e.g., fax machines, etc). Check with the Department.

Line 4 Total	n/a	$0

Note(s): ***Return to Summary Page***

1. Total the cost of equipment purchases and rentals.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 5 - Supplies *Return to Summary Page*

Cost of supplies

Expense type: Supplies	Explanation - Description of Expense	Total $
Line 5 Total	n/a	$0

Return to Summary Page

Note(s):

1. Costs of all tangible personal property other than that included under the Equipment expense type. Includes supplies and materials used on a regular, daily basis to directly support the delivery of the project. Specify general categories of supplies and their costs. Show computations and provide other information that supports the amount requested.
2. Supplies can include some types of small equipment (e.g., fax machine). Please consult with the department regarding equipment that can be recorded as a supply.

Universal Budget Form
Nassau County Human Services

Line 6 - Contractual Services ***Return to Summary Page***

Costs of indirect services acquired by the contractor under a separate contract or subcontract.

Expense type: Contractual Services	Explanation - Description of Expense	Total $
Line 6 Total	n/a	$0

Return to Summary Page

Note(s):

1. Costs of indirect services acquired by the contractor under a separate contract or subcontract.
2. Costs of all contracts for indirect services and goods except for those that belong under other expense types such as equipment, supplies, etc. Provide computations, a narrative description and a justification for each contract under this expens
3. Indirect services include contract consultants providing services such as computer support, payroll, accounts, legal, etc.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 7 - Rent/Utilities ***Return to Summary Page***

Cost related to rent and utilities associated with provide direct client services.

Expense type: Misc./Other Costs	Explanation - Description of Expense	Total $
Line 7 Total	n/a	$0

Return to Summary Page

Note(s):

1. Costs of all rent and utility expenses used to directly support the delivery of the project. Specify physical address in the description.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 8 - Department Specific Costs
Please itemize all expenses *Return to Summary Page*

Expense type: Dept. Specific Costs	Explanation - Description of Expense	Total $
Line 8 Total	n/a	$0

Return to Summary Page

Note(s):
1. List any department specific cost or expense that cannot be listed on any other budget line. Provide computations (where appropriate), a narrative description and a justification for each cost under this expense type.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 9 - Misc./Other Costs ***Return to Summary Page***
Please itemize all expenses

Expense type: Misc./Other Costs	Explanation - Description of Expense	Total $
Line 9 Total	n/a	$0

Return to Summary Page

Note(s):

1. Such costs may include but are not limited to: printing and publication, training, conferences and other costs. Provide computations, a narrative description and a justification for each cost under this expense type.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 10 - Administrative Overhead ***Return to Summary Page***

Administrative Overhead costs

		-------- Contract Amount Only --------		
Expense type: Administrative Overhead	Explanation - Description of Expense	Salary $	Fringe $	Total $
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
Line 10 Total	n/a	$0	$0	$0

Return to Summary Page

Note(s):

1. Includes total administrative and overhead costs indirectly associated with the project but attributable to the overall operation of the contractor such as: costs for the overall direction of the contractor's organization; central executive functions that do not directly support the specific project; costs for general record keeping, budgeting, fiscal management, accounting, personnel and procurement; etc. Provide total administrative / overhead costs as a percentage of total Personnel and Fringe costs.

Return to Summary Page

Universal Budget Form
Nassau County Human Services

Line 11 - Revenue

Please itemize all revenue, income, agency contribution, and matches, if any, expected to be generated from this project.

Return to Summary Page

Revenue type: Income/Matches	Explanation - Description of Revenue	Total $
Line 11 Total	n/a	$0

Return to Summary Page

Note(s):

1. Describe the nature, source and anticipated use of project revenue, income, agency contribution, and matches, if any. Provide computations, a narrative description and a justification for each category.

Return to Summary Page

Nassau County Human Services
Universal Budget Form

Fiscal Summary

Return to Face Sheet

Contract # CQHS20000049
Contract Period Start: 01/01/20
End: 12/31/20
Contractor Name: Cornell Cooperative Extension of Nassau County
Program Name: Youth Development Services

Expense type	Total $
Personnel (Salary plus Fringe)	$50,000
OTPS	$0
Administrative Overhead	$0
Gross Expenditures (Lines 1 – 10)	$50,000
Revenue, Income, Agency Contribution, Matches	$0
Net Budget Total (Lines 1 – 10 minus line 11)	$50,000
Agency Contribution	$0
Net Contract Total (Net Budget Total minus Agency Contribution)	$50,000

Return to Face Sheet

Source	Total $	Percentage
State	$-	0
Federal	$-	0
Sub Total – State/Fed	$0	0
Local	$-	100
Total	$0	100

Return to Face Sheet

COUNTY OF NASSAU

INTER-DEPARTMENTAL MEMO

TO: Timothy Carter, Assistant to the President.
CSEA, Local 380

FROM: Brian Hall
Fiscal Director
Department of Human Services

DATE: December 10, 2019

SUBJECT: Nassau County Office of Youth Services Contracts-Section 32-County-CSEA

.....

The attached Office of Youth Services contract does not apply to Section 32 of the C.S.E.A. contracts but is being forwarded to you as a courtesy to CSEA.

Cornell Cooperative Extension of Nassau County Inc.

B Hall

Brian Hall
Fiscal Director
Department of Human Services

BH:ar
Atts.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
CORNELL COOPERATIVE EXTENSION OF NASSAU COUNTY NFP
ATTN: ERIKA HULVER
5 OLD JERICHO TURNPIKE
JERICHO, NY 11753

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
516-433-7970

1c. Federal Employer Identification Number of Insured or Social Security Number
116081423

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
COUNTY OF NASSAU
1550 FRANKLIN AVENUE
MINEOLA, NY 11501

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL441675

3c. Policy effective period
01/01/2019 to 12/31/2019

4. Policy provides the following benefits:
- [ ] A. Both disability and paid family leave benefits.
- [x] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 2/4/2019 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

***Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.*

DB-120.1 (10-17)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
CORNELL COOPERATIVE EXTENSION OF NASSAU COUNTY NFP
ATTN: ERIKA HULVER
5 OLD JERICHO TURNPIKE
JERICHO, NY 11753

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
516-433-7970

1c. Federal Employer Identification Number of Insured or Social Security Number
116081423

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Nassau County Dept of Human Services
Office of Youth Services
60 Charles Lindbergh Boulevard
Uniondale, NY 11553-3688

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL441675

3c. Policy effective period
01/01/2019 to 12/31/2020

4. Policy provides the following benefits:
- ☐ A. Both disability and paid family leave benefits.
- ☒ B. Disability benefits only.
- ☐ C. Paid family leave benefits only.

5. Policy covers:
- ☐ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- ☒ B. Only the following class or classes of employer's employees:
  F/T EE'S 35 HRS OR<A WEEK,P/T EE'S 20 HRS A WEEK & >35HRS.WK

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 12/13/2019 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)

CCENAS1 OP ID: VD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
W. Wood & Son, Inc.
333 N Triphammer Rd, Ste 501
PO Box 4798
Ithaca, NY 14852
Jamie A. Ferris CIC, AAI, CPIA
607-266-3303

CONTACT NAME: Karen Supek
PHONE (A/C, No, Ext): 607-266-3303 FAX (A/C, No): 607-266-9663
E-MAIL ADDRESS: ccecontracts@thewoodoffice.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Ins Co	18058
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Cornell Cooperative Extension
Nassau County/037
5 Old Jericho Turnpike
Jericho, NY 11763

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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	Y		PHPK1978278	05/24/2019	05/24/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:						Emp Ben.	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			PHPK1978278	05/24/2019	05/24/2020	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE			PHUB674961	05/24/2019	05/24/2020	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

2019 County Appropriations 1/1/19-12/31/19. County of Nassau is an additional insured if required by written contract, per endorsement number PI-GLD-HS NY (10/11).

CERTIFICATE HOLDER

NASSAUC

County of Nassau
1550 Franklin Ave
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

Karen J. Supek

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CCENAS1 OP ID: VD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 607-266-3303
W. Wood & Son, Inc.
333 N Triphammer Rd, Ste 501
PO Box 4798
Ithaca, NY 14852
Jamie A. Ferris CIC, AAI, CPIA

CONTACT NAME: Karen Supek
PHONE (A/C, No, Ext): 607-266-3303 FAX (A/C, No): 607-266-9663
E-MAIL ADDRESS: ccecontracts@thewoodoffice.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Ins Co	18058
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED Cornell Cooperative Extension
Nassau County/037
5 Old Jericho Turnpike
Jericho, NY 11753

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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	Y	Y	PHPK1976276	05/24/2019	05/24/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:						Emp Ben.	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			PHPK1976276	05/24/2019	05/24/2020	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR			PHUB674961	05/24/2019	05/24/2020	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

Hotel/Motel Tax Grant Agreement for 5/1/19-4/30/20. County of Nassau is an additional insured if required by written contract, per endorsement number PI-GLD-HS NY (10/11).

CERTIFICATE HOLDER CONAS-1

County of Nassau
Co Dept of Parks, Recreation & Museums
1550 Franklin Ave
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NYSIF
New York State Insurance Fund

2001 PERIMETER ROAD EAST, BUILDING 16, ENDICOTT, NEW YORK 13760-7390
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

^^^^^^ 116081423
PW WOOD & SON INC
2333 N TRIPHAMMER ROAD STE 501
PO BOX 4798
ITHACA NY 14852

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
COOPERATIVE EXTENSION ASSOC IN THE STATE OF NY/NASSAU COUNTY 5 OLD JERICHO TURNPIKE JERICHO NY 11753	NASSAU COUNTY DEPT OF HUMAN SERVICES OFFICE OF YOUTH SVCS 60 CHARLES LINDBERGH BOULEVARD UNIONDALE NY 11553-3688

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
E 190 501-7	639505	01/01/2020 TO 01/01/2021	12/13/2019

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 190 501-7, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 489287688

U-26.3

New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

2001 PERIMETER ROAD EAST, BUILDING 16, ENDICOTT, NEW YORK 13760-7390

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

AAAAAA 116081423
PW WOOD & SON INC
2333 N TRIPHAMMER ROAD STE 501
PO BOX 4798
ITHACA NY 14852

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
COOPERATIVE EXTENSION ASSOC IN THE STATE OF NY/NASSAU COUNTY 5 OLD JERICHO TURNPIKE JERICHO NY 11753	COUNTY OF NASSAU 1550 FRANKLIN AVE MINEOLA NY 11501

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
E 190 501-7	401046	01/01/2019 TO 01/01/2020	1/3/2019

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 190 501-7, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 875409838

E-46-20

NIFS ID:CLAT19000025 Department: County Attorney

Capital:

SERVICE: Outside Counsel

Contract ID #:CQAT17000012 NIFS Entry Date: 04-DEC-19 Term: from 08-NOV-17 to 07-NOV-19

Amendment	
Time Extension:	
Addl. Funds:X	
Blanket Resolution:	
RES#	

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Goldberg Segalla**	Vendor ID#: [redacted]
Address: 665 Main Street Buffalo, NY 14260	Contact Person: [redacted] [redacted]
	Phone: [redacted]

Department:
Contact Name: Mary Nori
Address: 1 West Street Mineola, NY 11501
Phone: 516-571-6083

2020 MAR -2 P 3:45

Routing Slip

Department	**NIFS Entry: X**	**03-JAN-20 -- MREYNOLDSAT**
Department	**NIFS Approval: X**	**03-JAN-20 -- SBERMAN**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**14-JAN-20 -- IQURESHI**
OMB	**NIFS Approval: X**	**03-JAN-20 -- JNOGID**
County Atty.	**Insurance Verification: X**	**03-JAN-20 -- AAMATO**
County Atty.	**Approval to Form: X**	**03-JAN-20 -- DMCDERMOTT**
CPO	**Approval: X**	**17-JAN-20 -- KOHAGENCE**
DCEC	**Approval: X**	**21-JAN-20 -- JCHIARA**

Dep. CE	**Approval: X**	**28-JAN-20 -- HWILLIAMS**
Leg. Affairs	**Approval/Review:**	
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: Contract for services as outside counsel in various matters as may be assigned by the County Attorney or his designee in the firm's qualified areas of law.The cases assigned to Counsel as of the commencement of this Agreement are as follows: Darius Burris v. County of Nassau, et al., Index No. CV-11-0119 (MKB) (ARL); Leo Duchnowski v. County of Nassau, ct. al., Index# 15- CV-04699; Shakeria Little, Individually and as Administrator of the Estate of Antwan Brown v. County of Nassau, et. al., Index # 14- CV-125 (JFB)(GRB).
Method of Procurement: A Request for Qualifications (RFQ) was issued and a panel of firms qualified to provide legal services for the County has been established. The firm Goldberg Segalla, has been added to this panel. After a review of the panel, the firm Goldberg Segalla has been selected to handle the initial matters described in the attached Staff Summary because of their experience, expertise in the subject matter, and availability.
Procurement History: Please see procurement history above.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: Increase the maximum by $100,000 to $148,0000
Change in Contract from Prior Procurement: +$100,000
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES	
Fund:	ATGEN1100
Control:	
Resp:	
Object:	**DE502**
Transaction:	**109**
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 100,000.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 100,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
2	ATGEN1100/DE502	$ 100,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 100,000.00

RULES RESOLUTION NO. – 2020

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 ATTORNEY'S OFFICE, AND GOLDBERG SEGALLA, LLP

WHEREAS, the County has negotiated an amendment to a personal services agreement with Goldberg Segalla, LLP, to provide legal 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 amended agreement with Goldberg Segalla, LLP.

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Goldberg Segalla

2. Dollar amount requiring NIFA approval: $100000

Amount to be encumbered: $100000

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: 11/8/17-11/7/19
Has work or services on this contract commenced? Y ____

If yes, please explain: ongoing case

4. Funding Source:

X General Fund (GEN) Grant Fund (GRT)
Capital Improvement Fund (CAP) Federal % 0
Other 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 services as outside counsel in various matters as may be assigned by the County Attorney or his designee in the firm's qualified areas of law.The cases assigned to Counsel as of the commencement of this Agreement are as follows: Darius Burris v. County of Nassau, et al., Index No. CV-11-0119 (MKB) (ARL); Leo Duchnowski v. County of Nassau, ct. al., Index# 15- CV-04699; Shakeria Little, Individually and as Administrator of the Estate of Antwan Brown v. County of Nassau, et. al., Index # 14- CV-125 (JFB)(GRB).

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 Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberation s.

IQURESHI 14-JAN-20

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 Cou nty Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts for all relevant accounts and relevant Nassau County Legislature communication docu ments and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being su bmitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

CLA11900026
Redacted

Jack Schnirman
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: Goldberg Segalla, LLP

CONTRACTOR ADDRESS: 200 Garden City Plaza, Suite 520, Garden City, NY 11530

FEDERAL TAX ID #: 161603155

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on April 19, 2018. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. The firm Goldberg Segalla, LLP has been added to this panel. After a review of the panel, the firm Goldberg Segalla, LLP has been selected to handle the initial matters described in the attached Staff Summary because of their experience, expertise in the subject matter, and availability.

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. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. X Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ 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

12/30/2019
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. 01/18

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
Laura Kelly [LKELLY@GOLDBERGSEGALLA.COM]

Dated: 11/26/2019 12:58:27 PM

Vendor: Goldberg Segalla

Title: Chief Experience Officer

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 J. Cohen
Date of birth: [redacted]
[redacted]
Country: US

Business Address: 665 Main Street
City: Buffalo State/Province/Territory: NY Zip/Postal Code: 14263
Country US
Telephone: (716) 566-5442

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
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)			

Type	Description	Start Date
Other	Managing Partner	04/19/2001

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
Rick Cohen is the Managing Partner of Goldberg Segalla.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES [ ] NO [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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Richard J. Cohen , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Richard J. Cohen , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Goldberg Segalla
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Richard J. Cohen [RCOHEN@GOLDBERGSEGALLA.COM]

Managing Partner
Title

12/20/2019 09:12:29 AM
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 12/20/2019

1) Proposer's Legal Name: Goldberg Segalla LLP

2) Address of Place of Business: 665 Main Street

City: Buffalo State/Province/Territory: NY Zip/Postal Code: 14203

Country:

Address: 222 West Adams St. | Suite 2250
City: Chicago State/Province/Territory: IL Zip/Postal Code: 60606
Country: US
Start Date: 01-JAN-14 End Date:

[redacted]

Address: 200 Garden City Plaza | Suite 520
City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530
Country: US
Start Date: 01-JAN-07 End Date:

[redacted]

Address: 701 Green Valley Road | Suite 310
City: Greensboro State/Province/Territory: NC Zip/Postal Code: 27408
Country: US
Start Date: 01-MAR-15 End Date:

[redacted]

Address: 100 Pearl Street | Suite 1100
City: Hartford State/Province/Territory: CT Zip/Postal Code: 06103
Country: US
Start Date: 01-JAN-09 End Date:

[redacted]

Address: 148 Leadenhall Street
City: London State/Province/Territory: Zip/Postal Code:
Country: GB
Start Date: 01-JAN-13 End Date:

[redacted]

Address: 777 Tower | 777 S. Figueroa Street | Suite 2000
City: Los Angeles State/Province/Territory: NY Zip/Postal Code: 90017
Country: US

Start Date: 01-JAN-18 End Date:

[redacted]

Address: 711 3rd Avenue | Suite 1900
City: Manhattan State/Province/Territory: NY Zip/Postal Code: 14201
Country: US
Start Date: 01-JAN-10 End Date:

[redacted]

Address: 777 Brickell Avenue | Suite 1370
City: Miami State/Province/Territory: FL Zip/Postal Code: 33131
Country: US
Start Date: 01-JAN-15 End Date:

[redacted]

Address: 1037 Raymond Boulevard | Suite 1010
City: Newark State/Province/Territory: NJ Zip/Postal Code: 07102
Country: US
Start Date: 01-JAN-16 End Date:

[redacted]

Address: 2600 Michelson Drive | Suite 100
City: Irvine State/Province/Territory: CA Zip/Postal Code: 92612
Country: US
Start Date: 01-JUL-18 End Date:

[redacted]

Address: One Orlando Centre | 800 North Magnolia Avenue | Suite 1201
City: Orlando State/Province/Territory: FL Zip/Postal Code: 32803
Country: US
Start Date: 01-APR-15 End Date:

[redacted]

Address: 1700 Market Street | Suite 1418
City: Philadelphia State/Province/Territory: PA Zip/Postal Code: 19103
Country: US
Start Date: 01-JAN-08 End Date:

[redacted]

Address: 301 Carnegie Center Drive | Suite 200
City: Princeton State/Province/Territory: NJ Zip/Postal Code: 08540
Country: US
Start Date: 01-SEP-06 End Date:

[redacted]

Address: One City Plaza | 421 Fayetteville St. | Suite 1210
City: Raligh State/Province/Territory: NC Zip/Postal Code: 27601
Country: US
Start Date: 01-AUG-16 End Date:

[redacted]

Address: 2 State Street | Suite 1200
City: Rochester State/Province/Territory: NY Zip/Postal Code: 14614
Country: US

Start Date: 01-JAN-04 End Date:

[redacted]

Address: 8000 Maryland Avenue | Suite 640
City: St. Louis State/Province/Territory: MO Zip/Postal Code: 63105
Country: US
Start Date: 01-FEB-15 End Date:

[redacted]

Address: 5786 Widewaters Parkway
City: Syracuse State/Province/Territory: NY Zip/Postal Code: 13214
Country: US
Start Date: 01-MAR-06 End Date:

[redacted]

Address: Esperanté Corporate Center | 222 Lakeview Avenue | Suite 800
City: West Palm Beach State/Province/Territory: FL Zip/Postal Code: 33401
Country: US
Start Date: 01-APR-15 End Date:

[redacted]

Address: 8 Southwoods Boulevard | Suite 300
City: Albany State/Province/Territory: NY Zip/Postal Code: 12211
Country: US
Start Date: 01-JAN-03 End Date:

[redacted]

Address: One North Charles Street | Suite 2500
City: Baltimore State/Province/Territory: MD Zip/Postal Code: 21201
Country: US
Start Date: 01-JAN-15 End Date:

[redacted]

Address: 50 Main Street | Suite 425
City: White Plains State/Province/Territory: NY Zip/Postal Code: 10606
Country: US
Start Date: 01-JAN-04 End Date:

[redacted]

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 032-69-1169

5) Federal I.D. Number: 16-1603155

6) The proposer is a: Partnership (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, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [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, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [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.

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.

All conflict checks are conducted in our conflicts system which accesses firm information including client names, matter names, and parties. All parties and their relationship to the potential matter(s) are identified and considered as part of the search, which includes both open and closed matters. A matter will not be opened unless the new file opening request identifies all parties involved, those parties have been searched and cleared in our conflicts analysis, and a signed copy of the conflict of interest re

2 File(s) Uploaded:

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

04/19/2001

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Equity Partner Office Address
Allen, John M. [redacted]
Alweis, Kenneth M. [redacted]
Belter, Christopher J. (Chris) [redacted]
Berdzik, Caroline J. [redacted]
Biging, Peter J. [redacted]

[redacted]
Brown, David L.
[redacted]
Cagnoli Jr., Joseph (Joe)
[redacted]
Cohen, RJ
[redacted]
D'Aquino, Albert J. (Al)
[redacted]
Freedenberg, John P. (Jack)
[redacted]
Glascott, Michael T.
[redacted]
Goldberg, Neil A.
[redacted]
Grillo, Emilio F.
[redacted]

No individuals with a financial interest in the company have been attached..

1 File(s) Uploaded:

iii) Name, address and position of all officers and directors of the company. If none, explain.

Our list of equity partners is included in ii above.

No officers and directors from this company have been attached.

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

1025

vi) Annual revenue of firm;

160000000

vii) Summary of relevant accomplishments

Please see our website - www.goldbergsegalla.com

viii) Copies of all state and local licenses and permits.

1 File(s) Uploaded:

B. Indicate number of years in business.

18

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

N/A

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	County of Erie		
Contact Person	Michael Siragusa, Esq.		
Address	95 Frankin Street - Room 1634		
City	Buffalo	State/Province/Territory	NY
Country			
Telephone	(716) 858-2201		
Fax #			
E-Mail Address	Michael.Siragusa@erie.gov		

Company	City of Troy		
Contact Person	James Caruso		
Address	433 River Street		
City	Troy	State/Province/Territory	NY
Country			
Telephone	(518) 279-7139		
Fax #			
E-Mail Address	jim.caruso@troy.gov		

Company	Town of Tonawanda		
Contact Person	Eileen Fleming		
Address	291 Ensminger Road - Suite 2		
City	Tonawanda	State/Province/Territory	NY
Country			
Telephone	(716) 748-6461		
Fax #			
E-Mail Address	efleming@tonawanda.ny.us		

I, Laura Kelly , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Laura Kelly , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Goldberg Segalla

Electronically signed and certified at the date and time indicated by:
Laura Kelly [LKELLY@GOLDBERGSEGALLA.COM]

Chief Experience Officer
Title

12/20/2019 09:08:56 AM
Date

All conflict checks are submitted to a conflicts analyst to conduct a search in the Aderant system which accesses firm information including client names, matter names, addresses, contacts names, parties, and firm vendors. All parties and their relationship to the potential matter(s) are identified and considered as part of the search, which includes both open and closed matters. The conflicts analyst returns the report to the requesting attorney for analysis. Once determined that a conflict does not exist, a request will be submitted to open a new matter and the conflict of interest report will be executed by the responsible attorney. This report confirms that the attorney for the matter and/or client has reviewed the report and determined that there is not a potential conflict.

A matter will not be opened unless the new file opening request identifies all parties involved, those parties have been searched and cleared in our conflicts analysis, and a signed copy of the conflict of interest report is submitted with the new file opening request.

Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

Richard J. Cohen
Founder and Managing Partner
Goldberg Segalla
665 Main Street
Buffalo, NY 14203

Neil A. Goldberg
Partner
Goldberg Segalla
665 Main Street
Buffalo, NY 14203

Thomas F. Segalla
Partner
Goldberg Segalla
665 Main Street
Buffalo, NY 14203

Kenneth M. Alweis
Partner
Goldberg Segalla
5786 Widewaters Parkway
Syracuse, NY 13214

Christopher J. Belter
Partner
Goldberg Segalla
665 Main Street
Buffalo, NY 14203

Caroline J. Berdzik
Partner
Goldberg Segalla
902 Carnegie Boulevard West, Suite 100
Princeton, NJ 08540-6530

Peter J. Biging
Partner
Goldberg Segalla
711 3rd Avenue, Suite 1900
New York, NY 10017

Joseph Cagnoli, Jr.
Partner
Goldberg Segalla
1700 Market Street, Suite 1418
Philadelphia, PA 19103-3907

David L. Brown
Partner
Goldberg Segalla
800 Green Valley Road, Suite 302
Greensboro, NC 27408

Albert J. D'Aquino
Partner
Goldberg Segalla
665 Main Street
Buffalo, NY 14203

John P. Freedenberg
Partner
Goldberg Segalla
665 Main Street
Buffalo, NY 14203

Michael T. Glascott
Partner
Goldberg Segalla
665 Main Street
Buffalo, NY 14203

Emilio F. Grillo
Partner
Goldberg Segalla
711 3rd Avenue, Suite 1900
New York, NY 10017

Damon M. Gruber
Partner
Goldberg Segalla
665 Main Street
Buffalo, NY 14203

Michael A. Hamilton
Partner
Goldberg Segalla
1700 Market Street, Suite 1418
Philadelphia, PA 19103-3907

Robert M. Hanlon, Jr.
Partner
Goldberg Segalla
902 Carnegie Boulevard West, Suite 100
Princeton, NJ 08540-6530

Joseph M. Hanna
Partner

Goldberg Segalla
665 Main Street
Buffalo, NY 14203

Rod J. Janis
Partner
Goldberg Segalla
777 Brickell Avenue, Suite 500
Miami, FL 33131

Jeffrey L. Kingsley
Partner
Goldberg Segalla
665 Main Street
Buffalo, NY 14203

Sean J. McKinley
Partner
Goldberg Segalla
200 Garden City Plaza, Suite 520
Garden City, NY 11530

David J. O'Connell
Partner
Goldberg Segalla
777 Brickell Avenue, Suite 500
Miami, FL 33131

David S. Osterman
Partner
Goldberg Segalla
902 Carnegie Boulevard West, Suite 100
Princeton, NJ 08540-6530

John F. Parker
Partner
Goldberg Segalla
711 3rd Avenue, Suite 1900
New York, NY 10017

Cheryl A. Possenti
Partner
Goldberg Segalla
665 Main Street
Buffalo, NY 14203

Joseph J. Welter
Partner
Goldberg Segalla
665 Main Street
Buffalo, NY 14203

Jonathan S. Ziss
Partner
Goldberg Segalla
1700 Market Street, Suite 1418
Philadelphia, PA 19103-3907

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Goldberg Segalla LLP

Address: 665 Main Street

City: Buffalo State: NY Zip Code: 14203

2. Entity's Vendor Identification Number: 16-1603155

3. Type of Business: Partnership (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):

1 File(s) uploaded

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Our firm is a partnership. A list of our attorneys and partners is located on our firm's website.

No shareholders, members, or partners have been attached to this form.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

N/A

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Richard J. Cohen [RCOHEN@GOLDBERGSEGALLA.COM]

Dated: 12/09/2019 10:15:29 AM

Title: Managing Partner

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.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

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):

	Name	**Office Address**
1	John Allen	8000 Maryland Avenue, Suite 640 St. Louis, MO 63105
2	Kenneth Alweis	5786 Widewaters Parkway Syracuse, NY 13214
3	Christopher Belter	665 Main Street Buffalo, NY 14203
4	Caroline Berdzik	301 Carnegie Center Drive, Suite 200 Princeton, NJ 08540
5	Peter Biging	711 3rd Avenue, Suite 1900 New York, NY 10017
6	David Brown	800 Green Valley Road, Suite 302 Greensboro, NC 27408
7	Joseph Cagnoli, Jr.	1700 Market Street, Suite 1418 Philadelphia, PA 19103
8	Richard Cohen *Founder and Managing Partner*	665 Main Street Buffalo, NY 14203
9	Albert D'Aquino	665 Main Street Buffalo, NY 14203
10	John Freedenberg	665 Main Street Buffalo, NY 14203
11	Michael Glascott	665 Main Street Buffalo, NY 14203
12	Emilio Grillo	711 3rd Avenue, Suite 1900 New York, NY 10017
13	Damon Gruber	665 Main Street Buffalo, NY 14203
14	Michael Hamilton	1700 Market Street, Suite 1418 Philadelphia, PA 19103
15	Robert Hanlon, Jr.	301 Carnegie Center Drive, Suite 200 Princeton, NJ 08540
16	Joseph Hanna	665 Main Street Buffalo, NY 14203
17	Rod Janis	222 Lakeview Avenue, Suite 800

		West Palm Beach, FL 33401
18	Jeffrey Kingsley	665 Main Street Buffalo, NY 14203
19	Sean McKinley	200 Garden City Plaza, Suite 520 Garden City, NY 11530
20	David O'Connell	222 West Adams Street, Suite 2250 Chicago, IL 60606
21	Esther Omoloyin	301 Carnegie Center Drive, Suite 200 Princeton, NJ 08540
22	David Osterman	301 Carnegie Center Drive, Suite 200 Princeton, NJ 08540
23	John Parker	711 3rd Avenue, Suite 1900 New York, NY 10017
24	Cheryl Possenti	665 Main Street Buffalo, NY 14203
25	Joseph Welter	665 Main Street Buffalo, NY 14203
26	Jonathan Ziss	1700 Market Street, Suite 1418 Philadelphia, PA 19103

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 for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Goldberg Segalla, LLP** with an office located at 200 Garden City Plaza, Suite 520, Garden City, NY 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT17000012 between the County and Counsel, executed on behalf of the County on April 19, 2018 (the "Original Agreement"), Counsel provides legal services to the County, 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 November 8, 2017 until November 7, 2019, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may renew the Original Agreement under the same terms and conditions for three (3) additional one (1) year periods (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Forty-Eight Thousand Dollars ($48,000.00), paid at the Partner and Associate rate of Two Hundred Forty-Five Dollars ($245.00) per hour, and the Paralegal/Law Clerk rate of Ninety Dollars ($90.00) per hour (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount and amend the Compliance with Law section of the Original Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred Thousand Dollars ($100,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be One Hundred Forty-Eight Thousand Dollars ($148,000.00) (the "Amended Maximum Amount"). Compensation for Services shall continue to be paid at the following hourly rate:

(i) Partner:	$245.00
(ii) Associate:	$245.00
(iii) Paralegal/Law clerk:	$90.00

2. Compliance with Law. Section 6 of the Original Agreement is hereby amended to add the following subsections:

6. (d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

4. 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]

STATE OF NEW YORK)
ERIE)ss.:
COUNTY OF ~~NASSAU~~)

On the 26th day of November in the year 2019 before me personally came Albert J. D'Aquino to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Erie; that he or she is the ~~of~~ Equity Partner, 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.

Moira J. Heubusch
NOTARY PUBLIC
MOIRA J. HEUBUSCH
Notary Public, State of New York
Qualified in Erie County
Commission Expires April 29, ~~2010~~ 2022

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

GOLDSEG-02 J1MRITCHIE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/4/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AssuredPartners Jamison, LLC
20 Commerce Drive
2nd Floor
Cranford, NJ 07016

CONTACT NAME:
PHONE (A/C, No, Ext): (973) 731-0806 FAX (A/C, No): (973) 731-3035
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great Northern Insurance Co.	20303
INSURER B : Chubb Indemnity Insurance Co	12777
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Goldberg Segalla, LLP
665 Main Street, Suite 400
Buffalo, NY 14203

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	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X	X	35879629	5/1/2019	5/1/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EBLI DEDUCTIBLE	$ 1,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A	X	71756488	5/1/2019	5/1/2020	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance - General Liability & Workers Compensation Liability

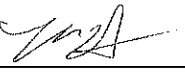
CERTIFICATE HOLDER

Office of Nassau County Attorney
Municipal Transactions Bureau Attn:
Mary J. Nori- Assistant County Attorney
One West Street
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 507 PLUM STREET, SUITE 110 SYRACUSE, NY 13204 Attn: Upstate.certrequest@Marsh.com 101163345-prof-19-20	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Ironshore Indemnity Inc.	23647
INSURED Goldberg Segalla LLP 665 Main Street Buffalo, NY 14203	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** NYC-010771598-01 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			002392204	05/15/2019	05/15/2020	Ea Wongful Act	10,000,000
	Deductible: $200,000						Aggregate	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Nassau County
Municipal Transactions Bureau
Attn: Assistant County Attorney
One West Street
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

Renee M. Impaglia

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AGENCY CUSTOMER ID: 101183345
LOC #: Syracuse

ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, INC.	NAMED INSURED Goldberg Segalla LLP 665 Main Street Buffalo, NY 14203
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

EXCESS PROFESSIONAL LIABILITY:

Carrier: Everest National Insurance Company
Policy Number: PLSEE00141-191
Policy Period: 05/15/2019 - 05/15/2020
Limit: $5M part of $10M excess of $10M

Carrier: Aspen Specialty Insurance Company
Policy Number: LX003P019
Policy Period: 05/15/2019 - 05/15/2020
Limit: $5M part of $10M excess of $10M

Carrier: The North River Insurance Company
Policy Number: 550-110523-5
Policy Period: 05/15/2019 - 05/15/2020
Limit: $5M part of $10M excess of $20M

Carrier: ProSight Specialty Insurance
Policy Number: PL2019LPL90196
Policy Period: 05/15/2019 - 05/15/2020
Limit: $5M part of $10M excess of $20 M

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E-255-17

NIFS ID:CQAT17000012 Department: County Attorney

Capital:

SERVICE: Outside counsel

Contract ID #:CQAT17000012 NIFS Entry Date: 20-NOV-17 Term: from 08-NOV-17 to 07-NOV-19

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Goldberg Segalla**	Vendor ID#: **161603155**
Address: 665 Main Street Buffalo, NY 14260	Contact Person: Richard Cohen
	Phone:

Department:
Contact Name: Jaclyn Delle
Address: 1 West St. Mineola, NY 11501
Phone: 5165713034

Routing Slip

Department	**NIFS Entry: X**	**27-NOV-17 -- JDELLE**
Department	**NIFS Approval: X**	**05-DEC-17 -- JDELLE**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**11-DEC-17 -- RDALLEVA**
OMB	**NIFS Approval: X**	**07-DEC-17 -- MVOCATURA**
County Atty.	**Insurance Verification: X**	**05-DEC-17 -- AAMATO**
County Atty.	**Approval to Form: X**	**07-DEC-17 -- JDELLE**
Dep. CE	**Approval: X**	**11-DEC-17 -- EWARD**
Leg. Affairs	**Approval/Review: X**	**11-DEC-17 -- MREYNOLDS**

Legislature	Approval: X	20-DEC-17 -- MREYNOLDS
Comptroller	NIFS Approval: X	26-FEB-18 -- MCOHEN
NIFA	NIFA Approval:	

Contract Summary

Purpose: New contract for services as outside counsel in various matters as may be assigned by the County Attorney or his designee in the firm's qualified areas of law.The cases assigned to Counsel as of the commencement of this Agreement are as follows: Darius Burris v. County of Nassau, et. al., Index No. CV-11-0119 (MKB) (ARL); Leo Duchnowski v. County of Nassau, et. al., Index # 15-CV-04699; Shakeria Little, Individually and as Administrator of the Estate of Antwan Brown v. County of Nassau, et. al., Index # 14-CV-125 (JFB) (GRB).
Method of Procurement: A Request for Qualifications (¿RFQ¿) was issued and a panel of firms qualified to provide legal services for the County has been established. The firm Goldberg Segalla, has been added to this panel. After a review of the panel, the firm Gold Segalla has been selected to handle the initial matters described in the attached Staff Summary because of their experience, expertise in the subject matter, and availability.
Procurement History: New contract. Please see procurement history above.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: $48,000
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 48,000.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	$ 48,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$ 48,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 48,000.00

E-255-17

RULES RESOLUTION NO. 337 – 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 ATTORNEY'S OFFICE, AND GOLDBERG SEGALLA

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 12-18-17
VOTING:
ayes 4 nays 2 abstained 0 recused 0
6 Legislators present

WHEREAS, the County has negotiated a personal services agreement with Goldberg Segalla to provide legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Goldberg Segalla

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Goldberg Segalla, with an office located at 200 Garden City Plaza, Suite 520, Garden City, NY 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on November 8, 2017 and shall terminate on November 7, 2019 unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for three (3) additional one (1) year periods.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Nassau County, and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified ("Services"). The initial cases assigned to Counsel, as well as the areas of law in which the Department has determined Counsel to be qualified to represent the County, are described in the attached Appendix A. Services shall include, but not be limited to: motion practice; pre-trial discovery; trial; appeals; transactional related issues; and such other Services as may be required to fully represent the County. When providing such Services, Counsel must comply with Nassau County's Litigation Management Guidelines ("Guidelines") provided under separate cover and incorporated by reference herein. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of Forty-eight Thousand Dollars ($48,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i) Partner:	$245.00
(ii) Associate:	$245.00
(iii) Paralegal/Law clerk:	$90.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of

the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (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 upon (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. Counsel shall submit its claim 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) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for investigators, trial preparation services, court reporting services, interpreters, and other legitimate expenses in accordance with the Guidelines. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements as specified in the Guidelines.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel 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 Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel 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. Counsel 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. Counsel 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, Counsel 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, Counsel agrees as follows:

(i) Counsel 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. Counsel 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 Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel 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 Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and

maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel'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 Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel 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 Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel 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 have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel'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 Counsel 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. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel 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, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel 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 Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel 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.

12. 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.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, 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 Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel'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 Counsel 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 Counsel 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 Counsel'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) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel 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 Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel 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 or such other standard accounting

principles that are acceptable within the industry and, if Counsel 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.

15. 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, Counsel 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. Counsel 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 Counsel shall allege that the above-described actions and inactions preceded Counsel'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.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. 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.

18. 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 Counsel 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 Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be

designated by written notice.

19. 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.

20. 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.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars ($50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular

vendor for the provision of similar services is equal to or greater than $50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than $50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars ($50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars ($50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the Department:

(A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars ($50,000.00) prior to the Approval Date, Counsel shall provide written notice to the Department at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap.

(B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.

Upon receipt of such notice, the Department will review and advise Counsel of the Department's intended course of action, which, in appropriate cases as determined by the Department, may include seeking a waiver from NIFA.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

GOLDBERG SEGALLA

By: _____

Name: Richard J. Cohen

Title: Managing Partner

Date: 11/14/17

NASSAU COUNTY

By: _____

Name: Helena Williams

Title: County Executive ~~chief~~

✓ Deputy County Executive

Date: 4/19/18

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
ERIE)ss.:
COUNTY OF ~~NASSAU~~)

On the 14 day of November in the year 2017 before me personally came Rick Cohen (Richard) to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Erie; that he or she is the Managing Partner of Goldberg Segalla, 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.

Sarah Porzucek
NOTARY PUBLIC

SARAH PORZUCEK
Notary Public – State of New York
NO. 01PO6354662
Qualified in Erie County
My Commission Expires Feb 21, 20 21

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 19 day of April in the year 2018 before me personally came Helena Williams to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **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.

Tanya Carter
NOTARY PUBLIC

TANYA L CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County
Commission Expires April 15, 20 22

Appendix A

The cases assigned to Counsel as of the commencement of this Agreement are as follows:

- *Darius Burris v. County of Nassau, et. al.*, Index No. CV-11-0119 (MKB) (ARL)
- *Leo Duchnowski v. County of Nassau, et. al.*, Index # 15-CV-04699
- *Shakeria Little, Individually and as Administrator of the Estate of Antwan Brown v. County of Nassau, et. al.*, Index # 14-CV-125 (JFB) (GRB)

Additional cases and/or matters may be assigned by the County Attorney, or their designee, to Counsel throughout the term of this Agreement in the following areas of law in which Counsel has been determined to be qualified by the Department:

1. Environmental Law
2. Federal Civil Rights
3. Municipal Law
4. Torts

The Department may qualify Counsel in additional areas of law.

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such

authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect

of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Contract Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

   Richard J. Cohen
   Goldberg Segalla
   665 Main Street
   Buffalo, NY 14203
   7016-566-5442

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

   Yes

3. In the past five years, Proposer/Bidder _____ has XX 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 by the Proposer/Bidder, describe below:

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has XX has not been commenced against or relating to the Proposer/Bidder 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. Proposer/Bidder 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. Yes

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.

SARAH PORZUCEK
Notary Public – State of New York
NO. 01PO6354662
Qualified in Erie County
My Commission Expires Feb 21, 2021

Dated 11.1.17

Richard J. Cohen, Managing Partner

Sworn to before me this

1st day of November, 2017

Notary Public Sarah Porzucek

E-47-20

NIFS ID:CQAT19000020 Department: County Attorney

Capital:

SERVICE: Outside Counsel

Contract ID #:CQAT19000020 NIFS Entry Date: 04-DEC-19 Term: from to

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) Material Adverse Information Identified? (if yes, attach memo):	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Goldberg Segalla, LLP**	Vendor ID#: [redacted]
Address: 665 Main Street Buffalo, NY 14260	Contact Person: [redacted]
	Phone: [redacted]

Department:
Contact Name: Mary Nori, Esq.
Address: 1 West Street Mineola, NY 11501
Phone: 516-571-6083

Routing Slip

Department	**NIFS Entry: X**	**03-JAN-20 -- MREYNOLDSAT**
Department	**NIFS Approval: X**	**03-JAN-20 -- SBERMAN**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**14-JAN-20 -- IQURESHI**
OMB	**NIFS Approval: X**	**03-JAN-20 -- JNOGID**
County Atty.	**Insurance Verification: X**	**03-JAN-20 -- AAMATO**
County Atty.	**Approval to Form: X**	**03-JAN-20 -- DMCDERMOTT**
CPO	**Approval: X**	**17-JAN-20 -- KOHAGENCE**
DCEC	**Approval: X**	**21-JAN-20 -- JCHIARA**

Dep. CE	**Approval: X**	**28-JAN-20 -- HWILLIAMS**
Leg. Affairs	**Approval/Review: X**	**02-MAR-20 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: The services to be provided by Counsel under this Agreement shall consist of continued representation of Nassau County in the following cases: Shakeria Little, Individually and as Administrator of the Estate of Antwan Brown v. County of Nassau, et. al., Docket # 14-CV-125 (JFB) (GRB); Mevyo Jean v. County of Nassau, "Chief Frank Doe", Karen G. Dowling, et. al., Docket # 14-CV-1322; Bobby Hayes v. County of Nassau, Nassau County Police Department, et. al., Docket # 15-CV-0398 (the "Services").
Method of Procurement: A Request for Qualifications (RFQ) was issued and a panel of firms qualified to provide legal services for the County has been established. The firm Goldberg Segalla, LLP ("Goldberg Segalla") has been added to this panel. After a review of the panel, the firm Goldberg Segalla has been selected to handle the matters as described above because of their experience, expertise in the subject matter, and availability. This is a new contract that will ensure the continuity of representation through the completion of services of the above referenced cases. Services provided by Counsel have been satisfactory to date.
Procurement History: The firm, Goldberg Segalla, submitted a proposal in response to the RFQ and was been added to this panel. After a review of the panel, based on the firm's experience, expertise in the subject matters, and availability, the firm has been determined to be qualified by the Department.
Description of General Provisions: As described above. The County Attorneys Office is transitioning to case-specific contracts where matters assigned to a firm are identified with a contract term, for specific matters (such as case names) and the maximum amount is for the life of the assigned matters.
Impact on Funding / Price Analysis: $200,000 maximum amount, $25,000 initial encumbrance.
Change in Contract from Prior Procurement: maximum on CQAT17000012 was $148,000.
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES	
Fund:	ATGEN1100
Control:	
Resp:	
Object:	**DE502**
Transaction:	
Project #:	
Detail:	

RENEWAL	
%	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 25,000.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 25,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$ 25,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 25,000.00

Increase % Decrease			

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND GOLDBERG SEGALLA, LLP

WHEREAS, the County has negotiated a personal services agreement with Goldberg Segalla, LLP, to provide legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Goldberg Segalla, LLP.

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Goldberg Segalla, LLP

2. Dollar amount requiring NIFA approval: $200000

Amount to be encumbered: $25000

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: 11/8/19 to completion

Has work or services on this contract commenced? Y ____

If yes, please explain: ongoing case from CQAT17000012

4. Funding Source:

X General Fund (GEN)	Grant Fund (GRT)	
Capital Improvement Fund (CAP)		Federal % 0
Other		State % 0
		County % 0

Is the cash available for the full amount of the contract?	Y
If not, will it require a future borrowing?	N
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The services to be provided by Counsel under this Agreement shall consist of continued representation of Nassau County in the following cases: Shakerla Little, Individually and as Administrator of the Estate of Antwan Brown v. County of Nassau, et. al., Docket # 14-CV-125 (JFB) (GRB); Mevyo Jean v. County of Nassau, "Chief Frank Doe", Karen G. Dowling, et. al., Docket # 14-CV-1322; Bobby Hayes v. County of Nassau, Nassau County Police Department, et. al., Docket # 15-CV-0398 (the "Services").

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 Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberation s.

IQURESHI 14-JAN-20

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 Cou nty Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts for all relevant accounts and relevant Nassau County Legislature communication docu ments and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being su bmitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

CGAT19000020

Jack Schnirman
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: Goldberg Segalla, LLP

CONTRACTOR ADDRESS: 200 Garden City Plaza, Suite 520, Garden City, NY 11530

FEDERAL TAX ID #: 161603155

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:**

X **B.** A Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. The firm Goldberg Segalla, LLP has been added to this panel. After a review of the panel, the firm Goldberg Segalla, LLP has been selected to handle the initial matters described in the attached Staff Summary because of their experience, expertise in the subject matter, and availability.

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. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. X Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ 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

12/30/2019
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. 01/18

Certificate of No Change Form

All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Laura Kelly state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Goldberg Segalla

Vendor's Address: 665 Main Street Buffalo NY US 14260

Vendor's EIN or TIN: 16-1603155

Forms Submitted:

Political Campaign Contribution Disclosure Form:
11/26/2019 12:58:27 PM

Lobbyist Registration and Disclosure Form:
No Lobbyist Registration and Disclosure Forms have been selected.

Business History Form certified:
12/20/2019 09:08:56 AM

Consultant's, Contractor's, and Vendor's Disclosure Form:
12/09/2019 10:15:29 AM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Richard J. Cohen [RCOHEN@GOLDBERGSEGALLA.COM]	12/20/2019 09:12:29 AM

I, Laura Kelly hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Laura Kelly
Name

Chief Experience Officer
Title

Goldberg Segalla
Name of Submitting Entity

12/23/2019 11:28:43 AM
Date

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
Laura Kelly [LKELLY@GOLDBERGSEGALLA.COM]

Dated: 11/26/2019 12:58:27 PM

Vendor: Goldberg Segalla

Title: Chief Experience Officer

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 J. Cohen
Date of birth: [redacted]
[redacted]
Country: US

Business Address: 665 Main Street
City: Buffalo State/Province/Territory: NY Zip/Postal Code: 14263
Country US
Telephone: (716) 566-5442

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
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)			

Type	Description	Start Date
Other	Managing Partner	04/19/2001

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Rick Cohen is the Managing Partner of Goldberg Segalla.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES [ ] NO [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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Richard J. Cohen , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Richard J. Cohen , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Goldberg Segalla
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Richard J. Cohen [RCOHEN@GOLDBERGSEGALLA.COM]

Managing Partner
Title

12/20/2019 09:12:29 AM
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 12/20/2019

1) Proposer's Legal Name: Goldberg Segalla LLP

2) Address of Place of Business: 665 Main Street

City: Buffalo State/Province/Territory: NY Zip/Postal Code: 14203

Country:

Address: 222 West Adams St. | Suite 2250
City: Chicago State/Province/Territory: IL Zip/Postal Code: 60606
Country: US
Start Date: 01-JAN-14 End Date:

Address: 200 Garden City Plaza | Suite 520
City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530
Country: US
Start Date: 01-JAN-07 End Date:

Address: 701 Green Valley Road | Suite 310
City: Greensboro State/Province/Territory: NC Zip/Postal Code: 27408
Country: US
Start Date: 01-MAR-15 End Date:

Address: 100 Pearl Street | Suite 1100
City: Hartford State/Province/Territory: CT Zip/Postal Code: 06103
Country: US
Start Date: 01-JAN-09 End Date:

Address: 148 Leadenhall Street
City: London State/Province/Territory: Zip/Postal Code:
Country: GB
Start Date: 01-JAN-13 End Date:

Address: 777 Tower | 777 S. Figueroa Street | Suite 2000
City: Los Angeles State/Province/Territory: NY Zip/Postal Code: 90017
Country: US

Start Date: 01-JAN-18 End Date:

[redacted]

Address: 711 3rd Avenue | Suite 1900
City: Manhattan State/Province/Territory: NY Zip/Postal Code: 14201
Country: US
Start Date: 01-JAN-10 End Date:

[redacted]

Address: 777 Brickell Avenue | Suite 1370
City: Miami State/Province/Territory: FL Zip/Postal Code: 33131
Country: US
Start Date: 01-JAN-15 End Date:

[redacted]

Address: 1037 Raymond Boulevard | Suite 1010
City: Newark State/Province/Territory: NJ Zip/Postal Code: 07102
Country: US
Start Date: 01-JAN-16 End Date:

[redacted]

Address: 2600 Michelson Drive | Suite 100
City: Irvine State/Province/Territory: CA Zip/Postal Code: 92612
Country: US
Start Date: 01-JUL-18 End Date:

[redacted]

Address: One Orlando Centre | 800 North Magnolia Avenue | Suite 1201
City: Orlando State/Province/Territory: FL Zip/Postal Code: 32803
Country: US
Start Date: 01-APR-15 End Date:

[redacted]

Address: 1700 Market Street | Suite 1418
City: Philadelphia State/Province/Territory: PA Zip/Postal Code: 19103
Country: US
Start Date: 01-JAN-08 End Date:

[redacted]

Address: 301 Carnegie Center Drive | Suite 200
City: Princeton State/Province/Territory: NJ Zip/Postal Code: 08540
Country: US
Start Date: 01-SEP-06 End Date:

[redacted]

Address: One City Plaza | 421 Fayetteville St. | Suite 1210
City: Raligh State/Province/Territory: NC Zip/Postal Code: 27601
Country: US
Start Date: 01-AUG-16 End Date:

[redacted]

Address: 2 State Street | Suite 1200
City: Rochester State/Province/Territory: NY Zip/Postal Code: 14614
Country: US

Start Date: 01-JAN-04 End Date:

[redacted]

Address: 8000 Maryland Avenue | Suite 640
City: St. Louis State/Province/Territory: MO Zip/Postal Code: 63105
Country: US
Start Date: 01-FEB-15 End Date:

[redacted]

Address: 5786 Widewaters Parkway
City: Syracuse State/Province/Territory: NY Zip/Postal Code: 13214
Country: US
Start Date: 01-MAR-06 End Date:

[redacted]

Address: Esperanté Corporate Center | 222 Lakeview Avenue | Suite 800
City: West Palm Beach State/Province/Territory: FL Zip/Postal Code: 33401
Country: US
Start Date: 01-APR-15 End Date:

[redacted]

Address: 8 Southwoods Boulevard | Suite 300
City: Albany State/Province/Territory: NY Zip/Postal Code: 12211
Country: US
Start Date: 01-JAN-03 End Date:

[redacted]

Address: One North Charles Street | Suite 2500
City: Baltimore State/Province/Territory: MD Zip/Postal Code: 21201
Country: US
Start Date: 01-JAN-15 End Date:

[redacted]

Address: 50 Main Street | Suite 425
City: White Plains State/Province/Territory: NY Zip/Postal Code: 10606
Country: US
Start Date: 01-JAN-04 End Date:

[redacted]

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 032-69-1169

5) Federal I.D. Number: 16-1603155

6) The proposer is a: Partnership (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, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [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, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [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.

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.

All conflict checks are conducted in our conflicts system which accesses firm information including client names, matter names, and parties. All parties and their relationship to the potential matter(s) are identified and considered as part of the search, which includes both open and closed matters. A matter will not be opened unless the new file opening request identifies all parties involved, those parties have been searched and cleared in our conflicts analysis, and a signed copy of the conflict of interest re

2 File(s) Uploaded:

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

04/19/2001

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Equity Partner Office Address
Allen, John M. 8000 Maryland Avenue | Suite 640
St. Louis, Missouri 63105-3752
Alweis, Kenneth M. 5786 Widewaters Parkway
Syracuse, New York 13214-1840
Belter, Christopher J. (Chris) 665 Main Street
Buffalo, New York 14203-1425
Berdzik, Caroline J. 301 Carnegie Center Drive | Suite 200
Princeton, New Jersey 08540-6587
Biging, Peter J. 711 3rd Avenue | Suite 1900

New York, New York 10017-4013
Brown, David L. 800 Green Valley Road | Suite 302
Greensboro, North Carolina 27408-7030
Cagnoli Jr., Joseph (Joe) 1700 Market Street | Suite 1418
Philadelphia, Pennsylvania 19103-3907
Cohen, RJ 665 Main Street
Buffalo, New York 14203-1425
D'Aquino, Albert J. (Al) 665 Main Street
Buffalo, NY 14203-1425
Freedenberg, John P. (Jack) 665 Main Street
Buffalo, NY 14203-1425
Glascott, Michael T. 665 Main St.
Buffalo, NY 14203-1425
Goldberg, Neil A. 665 Main St.
Buffalo, NY 14203-1425
Grillo, Emilio F. 711 3rd Avenue | Suite 1900
New York, NY

No individuals with a financial interest in the company have been attached..

1 File(s) Uploaded:

iii) Name, address and position of all officers and directors of the company. If none, explain.

Our list of equity partners is included in ii above.

No officers and directors from this company have been attached.

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

1025

vi) Annual revenue of firm;

160000000

vii) Summary of relevant accomplishments

Please see our website - www.goldbergsegalla.com

viii) Copies of all state and local licenses and permits.

1 File(s) Uploaded:

B. Indicate number of years in business.

18

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

N/A

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	County of Erie		
Contact Person	Michael Siragusa, Esq.		
Address	95 Frankin Street - Room 1634		
City	Buffalo	State/Province/Territory	NY
Country			
Telephone	(716) 858-2201		
Fax #			
E-Mail Address	Michael.Siragusa@erie.gov		

Company	City of Troy		
Contact Person	James Caruso		
Address	433 River Street		
City	Troy	State/Province/Territory	NY
Country			
Telephone	(518) 279-7139		
Fax #			
E-Mail Address	jim.caruso@troy.gov		

Company	Town of Tonawanda		
Contact Person	Eileen Fleming		
Address	291 Ensminger Road - Suite 2		
City	Tonawanda	State/Province/Territory	NY
Country			
Telephone	(716) 748-6461		
Fax #			
E-Mail Address	efleming@tonawanda.ny.us		

I, Laura Kelly , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Laura Kelly , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Goldberg Segalla

Electronically signed and certified at the date and time indicated by:
Laura Kelly [LKELLY@GOLDBERGSEGALLA.COM]

Chief Experience Officer
Title

12/20/2019 09:08:56 AM
Date

All conflict checks are submitted to a conflicts analyst to conduct a search in the Aderant system which accesses firm information including client names, matter names, addresses, contacts names, parties, and firm vendors. All parties and their relationship to the potential matter(s) are identified and considered as part of the search, which includes both open and closed matters. The conflicts analyst returns the report to the requesting attorney for analysis. Once determined that a conflict does not exist, a request will be submitted to open a new matter and the conflict of interest report will be executed by the responsible attorney. This report confirms that the attorney for the matter and/or client has reviewed the report and determined that there is not a potential conflict.

A matter will not be opened unless the new file opening request identifies all parties involved, those parties have been searched and cleared in our conflicts analysis, and a signed copy of the conflict of interest report is submitted with the new file opening request.

Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

Richard J. Cohen
Founder and Managing Partner
Goldberg Segalla
665 Main Street
Buffalo, NY 14203

Neil A. Goldberg
Partner
Goldberg Segalla
665 Main Street
Buffalo, NY 14203

Thomas F. Segalla
Partner
Goldberg Segalla
665 Main Street
Buffalo, NY 14203

Kenneth M. Alweis
Partner
Goldberg Segalla
5786 Widewaters Parkway
Syracuse, NY 13214

Christopher J. Belter
Partner
Goldberg Segalla
665 Main Street
Buffalo, NY 14203

Caroline J. Berdzik
Partner
Goldberg Segalla
902 Carnegie Boulevard West, Suite 100
Princeton, NJ 08540-6530

Peter J. Biging
Partner
Goldberg Segalla
711 3rd Avenue, Suite 1900
New York, NY 10017

Joseph Cagnoli, Jr.
Partner
Goldberg Segalla
1700 Market Street, Suite 1418
Philadelphia, PA 19103-3907

David L. Brown
Partner
Goldberg Segalla
800 Green Valley Road, Suite 302
Greensboro, NC 27408

Albert J. D'Aquino
Partner
Goldberg Segalla
665 Main Street
Buffalo, NY 14203

John P. Freedenberg
Partner
Goldberg Segalla
665 Main Street
Buffalo, NY 14203

Michael T. Glascott
Partner
Goldberg Segalla
665 Main Street
Buffalo, NY 14203

Emilio F. Grillo
Partner
Goldberg Segalla
711 3rd Avenue, Suite 1900
New York, NY 10017

Damon M. Gruber
Partner
Goldberg Segalla
665 Main Street
Buffalo, NY 14203

Michael A. Hamilton
Partner
Goldberg Segalla
1700 Market Street, Suite 1418
Philadelphia, PA 19103-3907

Robert M. Hanlon, Jr.
Partner
Goldberg Segalla
902 Carnegie Boulevard West, Suite 100
Princeton, NJ 08540-6530

Joseph M. Hanna
Partner

Goldberg Segalla
665 Main Street
Buffalo, NY 14203

Rod J. Janis
Partner
Goldberg Segalla
777 Brickell Avenue, Suite 500
Miami, FL 33131

Jeffrey L. Kingsley
Partner
Goldberg Segalla
665 Main Street
Buffalo, NY 14203

Sean J. McKinley
Partner
Goldberg Segalla
200 Garden City Plaza, Suite 520
Garden City, NY 11530

David J. O'Connell
Partner
Goldberg Segalla
777 Brickell Avenue, Suite 500
Miami, FL 33131

David S. Osterman
Partner
Goldberg Segalla
902 Carnegie Boulevard West, Suite 100
Princeton, NJ 08540-6530

John F. Parker
Partner
Goldberg Segalla
711 3rd Avenue, Suite 1900
New York, NY 10017

Cheryl A. Possenti
Partner
Goldberg Segalla
665 Main Street
Buffalo, NY 14203

Joseph J. Welter
Partner
Goldberg Segalla
665 Main Street
Buffalo, NY 14203

Jonathan S. Ziss
Partner
Goldberg Segalla
1700 Market Street, Suite 1418
Philadelphia, PA 19103-3907

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Goldberg Segalla LLP

Address: 665 Main Street

City: Buffalo State: NY Zip Code: 14203

2. Entity's Vendor Identification Number: 16-1603155

3. Type of Business: Partnership (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):

1 File(s) uploaded

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Our firm is a partnership. A list of our attorneys and partners is located on our firm's website.

No shareholders, members, or partners have been attached to this form.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

N/A

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Richard J. Cohen [RCOHEN@GOLDBERGSEGALLA.COM]

Dated: 12/09/2019 10:15:29 AM

Title: Managing Partner

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.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

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):

	Name	**Office Address**
1	John Allen	8000 Maryland Avenue, Suite 640 St. Louis, MO 63105
2	Kenneth Alweis	5786 Widewaters Parkway Syracuse, NY 13214
3	Christopher Belter	665 Main Street Buffalo, NY 14203
4	Caroline Berdzik	301 Carnegie Center Drive, Suite 200 Princeton, NJ 08540
5	Peter Biging	711 3rd Avenue, Suite 1900 New York, NY 10017
6	David Brown	800 Green Valley Road, Suite 302 Greensboro, NC 27408
7	Joseph Cagnoli, Jr.	1700 Market Street, Suite 1418 Philadelphia, PA 19103
8	Richard Cohen *Founder and Managing Partner*	665 Main Street Buffalo, NY 14203
9	Albert D'Aquino	665 Main Street Buffalo, NY 14203
10	John Freedenberg	665 Main Street Buffalo, NY 14203
11	Michael Glascott	665 Main Street Buffalo, NY 14203
12	Emilio Grillo	711 3rd Avenue, Suite 1900 New York, NY 10017
13	Damon Gruber	665 Main Street Buffalo, NY 14203
14	Michael Hamilton	1700 Market Street, Suite 1418 Philadelphia, PA 19103
15	Robert Hanlon, Jr.	301 Carnegie Center Drive, Suite 200 Princeton, NJ 08540
16	Joseph Hanna	665 Main Street Buffalo, NY 14203
17	Rod Janis	222 Lakeview Avenue, Suite 800

		West Palm Beach, FL 33401
18	Jeffrey Kingsley	665 Main Street Buffalo, NY 14203
19	Sean McKinley	200 Garden City Plaza, Suite 520 Garden City, NY 11530
20	David O'Connell	222 West Adams Street, Suite 2250 Chicago, IL 60606
21	Esther Omoloyin	301 Carnegie Center Drive, Suite 200 Princeton, NJ 08540
22	David Osterman	301 Carnegie Center Drive, Suite 200 Princeton, NJ 08540
23	John Parker	711 3rd Avenue, Suite 1900 New York, NY 10017
24	Cheryl Possenti	665 Main Street Buffalo, NY 14203
25	Joseph Welter	665 Main Street Buffalo, NY 14203
26	Jonathan Ziss	1700 Market Street, Suite 1418 Philadelphia, PA 19103

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Goldberg Segalla, LLP** with an office located at 200 Garden City Plaza, Suite 520, Garden City, NY 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel desires to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on November 8, 2019 and shall terminate upon the completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. (a) The services to be provided by Counsel under this Agreement shall consist of continued representation of Nassau County in the following cases: *Shakeria Little, Individually and as Administrator of the Estate of Antwan Brown v. County of Nassau, et. al., Docket # 14-CV-125 (JFB) (GRB)*; *Mevyo Jean v. County of Nassau, "Chief Frank Doe", Karen G. Dowling*, et. al., Docket # 14-CV-1322; *Bobby Hayes v. County of Nassau, Nassau County Police Department*, et. al., Docket # 15-CV-0398 (the "Services").

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of Two Hundred Thousand Dollars ($200,000.00) (the "Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i) Partner:	$245.00
(ii) Associate:	$245.00
(iii) Paralegal/Law clerk:	$90.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(3) Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that the initial encumbrance shall be Twenty-Five Thousand Dollars

($25,000.00). Thereafter, the Department shall notify Counsel of the availability of monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County

Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel'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 Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel 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 Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel 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 have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel'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 Counsel 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. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel 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, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel 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 Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel 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.

12. 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.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, 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 Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel'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 Counsel 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 Counsel 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 Counsel'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) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel 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 Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel 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 or such other standard accounting principles that are acceptable within the industry and, if Counsel 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.

15. 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, Counsel 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. Counsel 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 Counsel shall allege that the above-described actions and inactions preceded Counsel'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.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. 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.

18. 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 Counsel 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 Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. 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.

20. 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.

21. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

22. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-Three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars ($50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than $50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than $50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars ($50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars ($50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the Department:

(A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars ($50,000.00)

prior to the Approval Date, Counsel shall provide written notice to the Department at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap.

(B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.

Upon receipt of such notice, the Department will review and advise Counsel of the Department's intended course of action, which, in appropriate cases as determined by the Department, may include seeking a waiver from NIFA.

24. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

GOLDBERG SEGALLA, LLP

By: Albert J. D'Aquino

Name: Albert J. D'Aquino

Title: Equity Partner

Date: 11/26/19

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

□ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
ERIE)ss.:
COUNTY OF ~~NASSAU~~)

On the 26th day of November in the year 2019 before me personally came Albert J. D'Aquino to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Erie; that he or she is the ~~of~~ Equity Partner, 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.

Moira J Heubusch

NOTARY PUBLIC
MOIRA J. HEUBUSCH
Notary Public, State of New York
Qualified in Erie County
Commission Expires April 29, ~~2010~~ 2022

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction

recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   Richard J. Cohen (Managing Partner)

   665 Main Street

   Buffalo, NY 14203

   716-566-5442

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 XXX 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: Not Applicable

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____has XXX 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: Not Applicable

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.

11/26/19
Dated

Signature ~~of Chief Executive Officer~~
Equity Partner

Albert J. O'Aquino
Name of ~~Chief Executive Officer~~

Sworn to before me this

26th day of November, 2019.

Notary Public

MOIRA J. HEUBUSCH
Notary Public, State of New York
Qualified in Erie County
Commission Expires April 29, ~~2010~~ 2022

GOLDSEG-02 J1MRITCHIE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/4/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
AssuredPartners Jamison, LLC 20 Commerce Drive 2nd Floor Cranford, NJ 07016	PHONE (A/C, No, Ext): (973) 731-0806	FAX (A/C, No): (973) 731-3035
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great Northern Insurance Co.	20303
INSURER B : Chubb Indemnity Insurance Co	12777
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Goldberg Segalla, LLP
665 Main Street, Suite 400
Buffalo, NY 14203

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	X COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR	X	X	35879629	5/1/2019	5/1/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EBLI DEDUCTIBLE	$ 1,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]	N / A	X	71756488	5/1/2019	5/1/2020	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance - General Liability & Workers Compensation Liability

CERTIFICATE HOLDER

Office of Nassau County Attorney
Municipal Transactions Bureau Attn:
Mary J. Nori- Assistant County Attorney
One West Street
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 507 PLUM STREET, SUITE 110 SYRACUSE, NY 13204 Attn: Upstate.certrequest@Marsh.com 101183345-prof-19-20	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Goldberg Segalla LLP 665 Main Street Buffalo, NY 14203	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Ironshore Indemnity Inc. — 23647 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** NYC-010771598-01 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			002392204	05/15/2019	05/15/2020	Ea. Wrongful Act	10,000,000
	Deductible: $200,000						Aggregate	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Nassau County
Municipal Transactions Bureau
Attn: Assistant County Attorney
One West Street
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

Renee M. Impaglia *Renee M. Impaglia*

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AGENCY CUSTOMER ID: 101183345
LOC #: Syracuse

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, INC.	Goldberg Segalla LLP 665 Main Street Buffalo, NY 14203
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

EXCESS PROFESSIONAL LIABILITY:

Carrier: Everest National Insurance Company
Policy Number: PLSEE00141-191
Policy Period: 05/15/2019 - 05/15/2020
Limit: $5M part of $10M excess of $10M

Carrier: Aspen Specialty Insurance Company
Policy Number: LX003P019
Policy Period: 05/15/2019 - 05/15/2020
Limit: $5M part of $10M excess of $10M

Carrier: The North River Insurance Company
Policy Number: 550-110523-5
Policy Period: 05/15/2019 - 05/15/2020
Limit: $5M part of $10M excess of $20M

Carrier: ProSight Specialty Insurance
Policy Number: PL2019LPL90193
Policy Period: 05/15/2019 - 05/15/2020
Limit: $5M part of $10M excess of $20 M

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E-48-20

NIFS ID:CFPW20000006 Department: Public Works

Capital: X

SERVICE: On-Call Traffic Engineering Services-T6250003DNP

Contract ID #:CFPW20000006 NIFS Entry Date: 29-JAN-20 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Material Adverse Information Identified? (if yes, attach memo):	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Nelson & Pope Engineers and Surveyors**	Vendor ID#: [redacted]
Address: 572 Walt Whitman Rd. Melville, NY 11747	Contact Person: [redacted]
	Phone: [redacted]

Department:
Contact Name: Harold Lutz
Address: NCDPW 1194 Prospect Ave Westbury, NY 11590
Phone: 571-9453

Routing Slip

Department	**NIFS Entry: X**	**30-JAN-20 -- LDIONISIO**
Department	**NIFS Approval: X**	**04-FEB-20 -- RDALLEVA**
DPW	**Capital Fund Approved: X**	**04-FEB-20 -- RDALLEVA**
OMB	**NIFA Approval: X**	**14-FEB-20 -- CNOLAN**
OMB	**NIFS Approval: X**	**04-FEB-20 -- NGUMIENIAK**
County Atty.	**Insurance Verification: X**	**04-FEB-20 -- AAMATO**
County Atty.	**Approval to Form: X**	**04-FEB-20 -- NSARANDIS**
CPO	**Approval: X**	**20-FEB-20 -- KOHAGENCE**

DCEC	**Approval: X**	**20-FEB-20 -- JCHIARA**
Dep. CE	**Approval: X**	**22-FEB-20 -- BSCHNEIDER**
Leg. Affairs	**Approval/Review: X**	**02-MAR-20 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: Provide 'On-Call' Traffic Engineering Services to DPW's Traffic Engineering Unit. The purpose of this Agreement is to make available to the Department engineering and inspection resources needed to complete specialized traffic projects and projects with specific time constraints. This includes, but is not limited to, on call work for traffic engineering, inspection, data collection, traffic signal designs, capacity analyses, design of traffic calming, etc.
Method of Procurement: A formal Request For Proposals (RFP) process was conducted to procure the services.
Procurement History: An RFP was released on June 29, 2018 and was advertised in Newsday, NYS Contract Reporter and on the County web site. In reply to the RFP we received proposals from eight (8) firms. A team of four (4) engineers, from DPW's Traffic Engineering Unit conducted the selection process and established a technical ranking based on the proposals.
Description of General Provisions: The selected Firms will provide traffic engineering services on an ¿on-call¿ basis. Specific work requests will be conveyed to each selected firm, who will then provide a scope of work to provide the services requested. A specific scope of work will be developed for each proposed item of work. A specific cost proposal will be developed for each item. The Firms will be reimbursed for direct labor costs based on approved wage rates and the agreed upon multiplier. The term of the Agreement is three (3) years. The maximum dollar ceiling is Two Million Five Hundred Thousand Dollars ($2,500,000.00).
Impact on Funding / Price Analysis: Funding for this Agreement will come from various appropriate capital projects and/or the Department's operating budget. The funding source will depend on the proposed scope of services. Project 62017. Max Amount of contract is $2,500,000. Contract currently calls for 30% MWBE utilization
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	**62**
Resp:	**017**
Object:	**00003**
Transaction:	**CF**
Project #:	**62017**
Detail:	**000**

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.01
Other	$ 0.00
TOTAL	$ **0.01**

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/62017/ 00003/000	$ 0.01
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 0.01

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND N & P ENGINEERS & LAND SURVEYORS, PLLC D/B/A NELSON & POPE ENGINEERS & SURVEYORS

WHEREAS, the County has negotiated a personal services agreement with N & P Engineers & Land Surveyors, PLLC d/b/a Nelson & Pope Engineers & Surveyors in connection with On-Call engineering and related services for various engineering projects, 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 N & P Engineers & Land Surveyors, PLLC d/b/a Nelson & Pope Engineers & Surveyors.

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Nelson & Pope Engineers and Surveyors

2. Dollar amount requiring NIFA approval: $2500000

Amount to be encumbered: $.01

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: 3 year term

Has work or services on this contract commenced? N

If yes, please explain:

4. Funding Source:

General Fund (GEN)	Grant Fund (GRT)	
X Capital Improvement Fund (CAP)		Federal % 0
Other		State % 0
		County % 0

Is the cash available for the full amount of the contract?	N
If not, will it require a future borrowing?	Y
Has the County Legislature approved the borrowing?	Y
Has NIFA approved the borrowing for this contract?	N

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Provide ¿On-Call¿ Traffic Engineering Services to DPW¿s Traffic Engineering Unit. The purpose of this Agreement is to make available to the Department engineering and inspection resources needed to complete specialized traffic projects and projects with specific time constraints.

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 Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberation s.

CNOLAN 14-FEB-20

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 Cou nty Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts for all relevant accounts and relevant Nassau County Legislature communication docu ments and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being su bmitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Jack Schnirman
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: Nelson & Pope Engineers & Surveyors

CONTRACTOR ADDRESS: 572 Walt Whitman Rd, Melville, NY 11747

FEDERAL TAX ID #: 11-3551992

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 June 29, 2018 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, NYS Contract reporter [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on July 27, 2018 [date]. Eight [state #] proposals were received and evaluated. The evaluation committee consisted of: four (4) engineers from Nassau County DPW's Traffic Engineering Unit

_____ (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

2/15/19
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [X] NO [ ] If yes, to what campaign committee?

N&P's Accounting Department has reviewed the financial records of Nelson & Pope, as well as our affiliate companies. Based on this review, contributions were made to: Friends of Ed Mangano, Friends of James Kennedy, Friends of Laura Curran, Friends of Mackenzie, Friends of Laura Schafer, Friends of Rose Walker, Friends of Kate Murray, Maureen O'Connell for County Clerk, Citizens for Nicollelo, Martins for Nassau and Labriola for Comptroller between April 1, 2016 and the date of this disclosure.

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.

Electronically signed and certified at the date and time indicated by:
Thomas F. Lembo, PE [TLEMBO@NELSONPOPE.COM]

Dated: 11/25/2019 11:22:13 AM

Vendor: N&P Engineering, Architecture and Land Surveying, PLLC

Title: Partner, Compliance Officer

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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?

YES [ ] NO [X] If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:
Thomas F. Lembo, PE [TLEMBO@NELSONPOPE.COM]

Dated: 11/25/2019 11:23:11 AM

Vendor: N&P Engineering, Architecture and Land Surveying, PLLC

Title: Partner, Compliance Officer

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses. attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Eric J. McFerran, PE
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country:

Business Address: 572 WALT WHITMAN ROAD
City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747
Country
Telephone: (631) 427-5665

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
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	01/01/2004
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
Partner of firm.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
See attached.

2 File(s) Uploaded:

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.

Affiliates of N&P have been awarded governmental contracts.

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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Eric J McFerran , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Eric J McFerran , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

N&P Engineering, Architecture and Land Surveying, PLLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Eric J McFerran [EMCFERRAN@NELSONPOPE.COM]

Partner

Title

10/11/2019 04:03:20 PM

Date

Nelson & Pope etal. - Partners Ownership Percentages - 07/01/2019

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	Haks-Nelson & Pope JV	N&P-GdB
Tax ID	11-3551992	11-3353292	11-3237008	11-3332281	42-1564513	20-0466961	26-3957238	81-0721476	(81-3261538)	27-4404589	46-0604678
Epifania, Joseph [redacted]	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
Nelson, Robert, Jr. [redacted]	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
Lembo, Thomas [redacted]	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4860%	-	-	-
Peterman, Gregory [redacted]	12.5954%	-	12.5954%	10.2965%	-	-	-	-	-	-	-
McFerran, Eric [redacted]	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4860%	-	-	-
Dixon, Thomas [redacted]	13.2461%	-	13.2461%	10.8892%	-	-	-	15.1551%	-	-	-
Scott, Russell [redacted]	10.0317%	-	10.0317%	8.4917%	-	-	-	11.4773%	-	-	-
Sciara, Michael [redacted]	5.0000%	-	5.0000%	4.4882%	-	-	-	-	-	-	-
Crane, Matthew [redacted]	3.3436%	-	3.3436%	-	-	-	-	-	10.0000%	-	-
Voorhis, Charles [redacted]	-	7.0000%	-	10.2351%	-	-	6.2500%	-	-	-	-
McGinn, Steven [redacted]	-	12.2500%	-	-	-	-	6.2500%	-	-	-	-
Eiseman, Kathryn [redacted]	-	10.0000%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Carrie [redacted]	-	12.7500%	-	-	-	-	6.2500%	-	-	-	-
Franson, Bonnie (Marla) [redacted]	-	2.5000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian [redacted]	-	4.5000%	-	-	-	-	-	-	-	-	-
Russo, Michael [redacted]	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick [redacted]	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	100.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.00%	-	10.0000%	-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%
Description of Services	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public	Provides Surveying Services to Nelson & Pope Exclusively	Owns Buildings Leased by Nelson & Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying Services to Nelson & Pope and Nelson Pope & Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	Provides Construction/ Contract Management to General Public	Environmental Consulting On Call services for Nassau County, NY	Provides Topographic Surveying Services to New York City Department of Design and Construction

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 C. Dixon, PE
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country:

Business Address: 572 WALT WHITMAN ROAD
City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747
Country
Telephone: (631) 427-5665

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
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	01/01/2007
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
Partner in firm.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
See attached.

1 File(s) Uploaded:

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.
Affiliates of N&P have been awarded governmental contracts.

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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Thomas C. Dixon , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Thomas C. Dixon , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
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N&P Engineering, Architecture, and Land Surveying, PLLC
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Thomas C. Dixon [TDIXON@NELSONPOPE.COM]

Partner
Title

10/11/2019 11:58:42 AM
Date

Nelson & Pope etal. - Partners Ownership Percentages - 07/01/2019

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	Haks-Nelson & Pope JV	N&P-GdB
Tax ID	11-3551992	11-3353292	11-3237008	11-3332281	42-1564513	20-0466961	26-3957238	81-0721476	(81-3261538)	27-4404689	46-0604678
Epifania, Joseph	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
Nelson, Robert, Jr.	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
Lembo, Thomas	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4860%	-	-	-
Peterman, Gregory	12.5954%	-	12.5954%	10.2965%	-	-	-	-	-	-	-
McFerran, Eric	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4860%	-	-	-
Dixon, Thomas	13.2461%	-	13.2461%	10.8892%	-	-	-	15.1551%	-	-	-
Scott, Russell	10.0317%	-	10.0317%	8.4917%	-	-	-	11.4773%	-	-	-
Sclara, Michael	5.0000%	-	5.0000%	4.4882%	-	-	-	-	-	-	-
Crane, Matthew	3.3436%	-	3.3436%	-	-	-	-	-	10.0000%	-	-
Voorhis, Charles	-	7.0000%	-	10.2351%	-	-	6.2500%	-	-	-	-
McGinn, Steven	-	12.2500%	-	-	-	-	6.2500%	-	-	-	-
Eiseman, Kathryn	-	10.0000%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Carrie	-	12.7500%	-	-	-	-	6.2500%	-	-	-	-
Franson, Bonnie (Marla)	-	2.5000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian	-	4.5000%	-	-	-	-	-	-	-	-	-
Russo, Michael	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	100.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.00%	-	10.0000%	-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%
Description of Services	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public	Provides Surveying Services to Nelson & Pope Exclusively	Owns Buildings Leased by Nelson & Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying Eervices to Nelson & Pope and Nelson Pope & Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	Provides Construction/ Contract Management to General Public	Environmental Consulting On Call services for Nassau County, NY	Provides Topographic Surveying Services to New York City Department of Design and Construction

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name: Russell Z. Scott, PE
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country:

Business Address: 572 WALT WHITMAN ROAD
City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11731
Country
Telephone: (631) 427-5665

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
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	01/01/2017
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
Partner in firm.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
See attached.

1 File(s) Uploaded:

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.
Affiliates of N&P have been awarded governmental contracts.

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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Russell Scott , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Russell Scott , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

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N&P, Engineering, Architecture & Land Surveying
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Russell Scott [RSCOTT@NELSONPOPE.COM]

Partner
Title

10/10/2019 04:40:18 PM
Date

Nelson & Pope etal. - Partners Ownership Percentages - 07/01/2019

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	Haks-Nelson & Pope JV	N&P-GdB
Tax ID	11-3551992	11-3353292	11-3237008	11-3332281	42-1564513	20-0466961	26-3957238	81-0721476	(81-3261538)	27-4404689	46-0604678
Epifania, Joseph [redacted]	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
Nelson, Robert, Jr. [redacted]	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
Lembo, Thomas [redacted]	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4860%	-	-	-
Peterman, Gregory [redacted]	12.5954%	-	12.5954%	10.2965%	-	-	-	-	-	-	-
McFerran, Eric [redacted]	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4860%	-	-	-
Dixon, Thomas [redacted]	13.2461%	-	13.2461%	10.8892%	-	-	-	15.1551%	-	-	-
Scott, Russell [redacted]	10.0317%	-	10.0317%	8.4917%	-	-	-	11.4773%	-	-	-
Sclara, Michael [redacted]	5.0000%	-	5.0000%	4.4882%	-	-	-	-	-	-	-
Crane, Matthew [redacted]	3.3436%	-	3.3436%	-	-	-	-	-	10.0000%	-	-
Voorhis, Charles [redacted]	-	7.0000%	-	10.2351%	-	-	6.2500%	-	-	-	-
McGinn, Steven [redacted]	-	12.2500%	-	-	-	-	6.2500%	-	-	-	-
Eisenman, Kathryn [redacted]	-	10.0000%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Carrie [redacted]	-	12.7500%	-	-	-	-	6.2500%	-	-	-	-
Franson, Bonnie (Maria) [redacted]	-	2.5000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian [redacted]	-	4.5000%	-	-	-	-	-	-	-	-	-
Russo, Michael [redacted]	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick [redacted]	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	100.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.00%	-	10.0000%	-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%
Description of Services	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public	Provides Surveying Services to Nelson & Pope Exclusively	Owns Buildings Leased by Nelson & Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying Services to Nelson & Pope and Nelson Pope & Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	Provides Construction/ Contract Management to General Public	Environmental Consulting On Call services for Nassau County, NY	Provides Topographic Surveying Services to New York City Department of Design and Construction

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Gregory D. Peterman, PLS
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country:

Business Address: 572 WALT WHITMAN ROAD
City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747
Country
Telephone: (631) 427-5665

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
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	01/01/2003
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
Partner in firm.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
See attached.

1 File(s) Uploaded:

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.
Affiliates of N&P have been awarded governmental contracts.

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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Gregory D. Peterman , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Gregory D. Peterman , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

N&P Engineering , Architecture and Land Surveying, PLLC
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Gregory D Peterman [GPETERMAN@NELSONPOPE.COM]

Partner
Title

10/10/2019 03:42:44 PM
Date

Nelson & Pope etal. - Partners Ownership Percentages - 07/01/2019

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	Haks-Nelson & Pope JV	N&P-GdB
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Nelson, Robert, Jr. [redacted]	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
Lembo, Thomas [redacted]	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4860%	-	-	-
Peterman, Gregory [redacted]	12.5954%	-	12.5954%	10.2965%	-	-	-	-	-	-	-
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Crane, Matthew [redacted]	3.3436%	-	3.3436%	-	-	-	-	-	10.0000%	-	-
Voorhis, Charles [redacted]	-	7.0000%	-	10.2351%	-	-	6.2500%	-	-	-	-
McGinn, Steven [redacted]	-	12.2500%	-	-	-	-	6.2500%	-	-	-	-
Eiseman, Kathryn [redacted]	-	10.0000%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Carrie [redacted]	-	12.7500%	-	-	-	-	6.2500%	-	-	-	-
Franson, Bonnie (Maria) [redacted]	-	2.5000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian [redacted]	-	4.5000%	-	-	-	-	-	-	-	-	-
Russo, Michael [redacted]	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick [redacted]	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	100.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.00%	-	10.0000%	-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%
Description of Services	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public	Provides Surveying Services to Nelson & Pope Exclusively	Owns Buildings Leased by Nelson & Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying Services to Nelson & Pope and Nelson Pope & Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	Provides Construction/ Contract Management to General Public	Environmental Consulting On Call services for Nassau County, NY	Provides Topographic Surveying Services to New York City Department of Design and Construction

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name: Joseph Epifania, PE
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
   Country:

   Business Address: 572 WALT WHITMAN ROAD
   City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747
   Country
   Telephone: (631) 427-5665

   Other present address(es):
   City: State/Province/Territory: Zip/Postal Code:
   Country:
   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	07/01/1994
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   Partner in firm.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   See attached.

1 File(s) Uploaded:

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.
Affiliates of N&P have been awarded governmental contracts.

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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

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a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
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d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
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YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Joseph R Epifania , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joseph R Epifania , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

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N&P Engineering, Architecture and Land Surveying, PLLC
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Joseph R Epifania [JEPIFANIA@NELSONPOPE.COM]

Partner
Title

10/10/2019 02:45:38 PM
Date

Nelson & Pope etal. - Partners Ownership Percentages - 07/01/2019

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	Haks-Nelson & Pope JV	N&P-GdB
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Lembo, Thomas [redacted]	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4860%	-	-	-
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Voorhis, Charles [redacted]	-	7.0000%	-	10.2351%	-	-	6.2500%	-	-	-	-
McGinn, Steven [redacted]	-	12.2500%	-	-	-	-	6.2500%	-	-	-	-
Eiseman, Kathryn [redacted]	-	10.0000%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Carrie [redacted]	-	12.7500%	-	-	-	-	6.2500%	-	-	-	-
Franson, Bonnie (Maria) [redacted]	-	2.5000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian [redacted]	-	4.5000%	-	-	-	-	-	-	-	-	-
Russo, Michael [redacted]	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick [redacted]	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	100.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.00%	-	10.0000%	-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%
Description of Services	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public	Provides Surveying Services to Nelson & Pope Exclusively	Owns Buildings Leased by Nelson & Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying Services to Nelson & Pope and Nelson Pope & Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	Provides Construction/ Contract Management to General Public	Environmental Consulting On Call services for Nassau County, NY	Provides Topographic Surveying Services to New York City Department of Design and Construction

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Robert G. Nelson, Jr., PE
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country:

Business Address: 572 WALT WHITMAN ROAD
City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747
Country
Telephone: (631) 427-5665

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
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	06/27/1989
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
Partner in firm.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
See attached.

1 File(s) Uploaded:

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.
Affiliates of N&P have been awarded governmental contracts.

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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Robert G. Nelson, Jr. , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Robert G. Nelson, Jr. , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

N&P Engineering, Architecture and Land Surveying, PLLC
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Robert G. Nelson, Jr. [RNELSON@NELSONPOPE.COM]

Partner
Title

10/10/2019 01:45:26 PM
Date

Nelson & Pope etal. - Partners Ownership Percentages - 07/01/2019

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	Haks-Nelson & Pope JV	N&P-GdB
Tax ID	11-3551992	11-3353292	11-3237008	11-3332281	42-1564513	20-0466961	26-3957238	81-0721476	(81-3261538)	27-4404689	46-0604678
Epifania, Joseph [redacted]	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
Nelson, Robert, Jr. [redacted]	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
Lembo, Thomas [redacted]	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4860%	-	-	-
Peterman, Gregory [redacted]	12.5954%	-	12.5954%	10.2965%	-	-	-	-	-	-	-
McFerran, Eric [redacted]	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4860%	-	-	-
Dixon, Thomas [redacted]	13.2461%	-	13.2461%	10.8892%	-	-	-	15.1551%	-	-	-
Scott, Russell [redacted]	10.0317%	-	10.0317%	8.4917%	-	-	-	11.4773%	-	-	-
Sclara, Michael [redacted]	5.0000%	-	5.0000%	4.4882%	-	-	-	-	-	-	-
Crane, Matthew [redacted]	3.3436%	-	3.3436%	-	-	-	-	-	10.0000%	-	-
Voorhis, Charles [redacted]	-	7.0000%	-	10.2351%	-	-	6.2500%	-	-	-	-
McGinn, Steven [redacted]	-	12.2500%	-	-	-	-	6.2500%	-	-	-	-
Eiseman, Kathryn [redacted]	-	10.0000%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Carrie [redacted]	-	12.7500%	-	-	-	-	6.2500%	-	-	-	-
Franson, Bonnie (Maria) [redacted]	-	2.5000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian [redacted]	-	4.5000%	-	-	-	-	-	-	-	-	-
Russo, Michael [redacted]	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick [redacted]	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	100.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.00%	-	10.0000%	-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%
Description of Services	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public	Provides Surveying Services to Nelson & Pope Exclusively	Owns Buildings Leased by Nelson & Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying Services to Nelson & Pope and Nelson Pope & Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	Provides Construction/ Contract Management to General Public	Environmental Consulting On Call services for Nassau County, NY	Provides Topographic Surveying Services to New York City Department of Design and Construction

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 F. Lembo, PE
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country:

Business Address: 572 WALT WHITMAN ROAD
City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747
Country
Telephone: (631) 427-5665

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
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	01/01/2002
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
Partner of Firm

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
See attached.

1 File(s) Uploaded:

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.
Affiliates of N&P have been awarded governmental contracts.

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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Thomas F Lembo , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Thomas F Lembo , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

N&P Engineering, Architecture & Land Surveying, PLLC
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Thomas F Lembo [TLEMBO@NELSONPOPE.COM]

Partner, Complaince Officer
Title

10/10/2019 01:11:44 PM
Date

Nelson & Pope etal. - Partners Ownership Percentages - 07/01/2019

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	Haks-Nelson & Pope JV	N&P-GdB
Tax ID	11-3551992	11-3353292	11-3237098	11-3332281	42-1564513	20-0466961	26-3957238	81-0721476	(81-3261538)	27-4404689	46-0604678
Epifania, Joseph [redacted]	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
Nelson, Robert, Jr. [redacted]	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
Lembo, Thomas [redacted]	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4860%	-	-	-
Peterman, Gregory [redacted]	12.5954%	-	12.5954%	10.2965%	-	-	-	-	-	-	-
McFerran, Eric [redacted]	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4860%	-	-	-
Dixon, Thomas [redacted]	13.2461%	-	13.2461%	10.8892%	-	-	-	15.1551%	-	-	-
Scott, Russell [redacted]	10.0317%	-	10.0317%	8.4917%	-	-	-	11.4773%	-	-	-
Sciara, Michael [redacted]	5.0000%	-	5.0000%	4.4692%	-	-	-	-	-	-	-
Crane, Matthew [redacted]	3.3436%	-	3.3436%	-	-	-	-	-	10.0000%	-	-
Voorhis, Charles [redacted]	-	7.0000%	-	10.2351%	-	-	6.2500%	-	-	-	-
McGinn, Steven [redacted]	-	12.2500%	-	-	-	-	6.2500%	-	-	-	-
Elseman, Kathryn [redacted]	-	10.0000%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Carrie [redacted]	-	12.7500%	-	-	-	-	6.2500%	-	-	-	-
Franson, Bonnie (Maria) [redacted]	-	2.5000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian [redacted]	-	4.5000%	-	-	-	-	-	-	-	-	-
Russo, Michael [redacted]	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick [redacted]	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	100.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.00%	-	10.0000%	-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%
Description of Services	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public	Provides Surveying Services to Nelson & Pope Exclusively	Owns Buildings Leased by Nelson & Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying Eervices to Nelson & Pope and Nelson Pope & Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	Provides Construction/ Contract Management to General Public	Environmental Consulting On Call services for Nassau County, NY	Provides Topographic Surveying Services to New York City Department of Design and Construction

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: 09/25/2019

1) Proposer's Legal Name: N&P Engineering, Architecture and Land Surveying, PLLC

2) Address of Place of Business: 572 WALT WHITMAN ROAD

City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747

Country:

3) Mailing Address (if different): 572 WALT WHITMAN ROAD

City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747

Country:

Phone: (631) 427-5665

Does the business own or rent its facilities? Both If other, please provide details:

4) Dun and Bradstreet number: 057732869

5) Federal I.D. Number: 11-3551992

6) The proposer is a: Partnership (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?

YES [X] NO [ ] If yes, please provide details:

N&P shares office space, staff, or equipment expenses with the business shown on the attached.

1 File(s) Uploaded:

8) Does this business control one or more other businesses?

YES [X] NO [ ] If yes, please provide details:

N&P controls one or more of the businesses shown on the attached.

1 File(s) Uploaded:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES [X] NO [ ] If yes, please provide details:

Please see attached

1 File(s) Uploaded:

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, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

See attached.

1 File(s) Uploaded:

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 investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [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.

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.

Refer to attached page.

1 File(s) Uploaded:

(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.

Refer to attached page.

1 File(s) Uploaded:

(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.

Refer to attached page.

1 File(s) Uploaded:

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.

Refer to attached page.

1 File(s) Uploaded:

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/01/1954

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

No individuals with a financial interest in the company have been attached..

1 File(s) Uploaded:

iii) Name, address and position of all officers and directors of the company. If none, explain.

No officers and directors from this company have been attached.

1 File(s) Uploaded:

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

90

vi) Annual revenue of firm;

14068991

vii) Summary of relevant accomplishments

see proposal submission

viii) Copies of all state and local licenses and permits.

1 File(s) Uploaded:

B. Indicate number of years in business.

65

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

See proposal submitted.

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	Suffolk County Department of Public Works		
Contact Person	William Hillman, PE, Chief Engineer		
Address	335 Yaphank Avenue		
City	Yaphank	State/Province/Territory	NY
Country			
Telephone	(631) 852-4010		
Fax #	(631) 852-4150		
E-Mail Address	william.hillman@suffolkcountyny.gov		

Company	Town of Oyster Bay Department of Public Works		
Contact Person	Matthew Russo, PE		
Address	Division of Engineering, 150 Miller Place		
City	Syosset, NY	State/Province/Territory	NY
Country			
Telephone	(516) 677-5722		
Fax #	(631) 000-0000		
E-Mail Address	mrusso@oysterbay-ny.gov		

Company	Town of Brookhaven Highway Department		
Contact Person	Dan Losquadro, Superintendent		
Address	1140 Old Town Road		
City	Coram, NY	State/Province/Territory	NY
Country			
Telephone	(631) 451-9200		
Fax #	(631) 451-2584		
E-Mail Address	dlosquadro@brookhaven.org		

I, Thomas F Lembo , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Thomas F Lembo , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: N&P Engineering, Architecture and Land Surveying, PLLC

Electronically signed and certified at the date and time indicated by:
Thomas F Lembo [TLEMBO@NELSONPOPE.COM]

Partner/Compliance Officer
Title

10/17/2019 03:06:01 PM
Date

Nelson & Pope etal. - Partners Ownership Percentages - 07/01/2019

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	NSP Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	Haks-Nelson & Pope JV	N&P-GdB
Tax ID	11-3551992	11-3353292	11-3237008	11-3332281	42-1564513	20-0466961	26-3957238	81-0721476	(81-3261538)	27-4404689	46-0604678
Epifania, Joseph [redacted]	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
Nelson, Robert, Jr. [redacted]	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
Lembo, Thomas [redacted]	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4860%	-	-	-
Peterman, Gregory [redacted]	12.5954%	-	12.5954%	10.2965%	-	-	-	-	-	-	-
McFerran, Eric [redacted]	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4860%	-	-	-
Dixon, Thomas [redacted]	13.2461%	-	13.2461%	10.8892%	-	-	-	15.1551%	-	-	-
Scott, Russell [redacted]	10.0317%	-	10.0317%	8.4917%	-	-	-	11.4773%	-	-	-
Sclara, Michael [redacted]	5.0000%	-	5.0000%	4.4882%	-	-	-	-	-	-	-
Crane, Matthew [redacted]	3.3436%	-	3.3436%	-	-	-	-	-	10.0000%	-	-
Voorhis, Charles [redacted]	-	7.0000%	-	10.2351%	-	-	6.2500%	-	-	-	-
McGinn, Steven [redacted]	-	12.2500%	-	-	-	-	6.2500%	-	-	-	-
Eiseman, Kathryn [redacted]	-	10.0000%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Carrie [redacted]	-	12.7500%	-	-	-	-	6.2500%	-	-	-	-
Franson, Bonnie (Maria) [redacted]	-	2.5000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian [redacted]	-	4.5000%	-	-	-	-	-	-	-	-	-
Russo, Michael [redacted]	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick [redacted]	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	100.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.00%	-	10.0000%	-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%
Description of Services	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public	Provides Surveying Services to Nelson & Pope Exclusively	Owns Buildings Leased by Nelson & Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying Services to Nelson & Pope and Nelson Pope & Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	Provides Construction/ Contract Management to General Public	Environmental Consulting On Call services for Nassau County, NY	Provides Topographic Surveying Services to New York City Department of Design and Construction

Nelson & Pope etal. - Partners Ownership Percentages - 07/01/2019

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Peterman, Gregory [redacted]	12.5954%	-	12.5954%	10.2965%	-	-	-	-	-	-	-
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Scott, Russell [redacted]	10.0317%	-	10.0317%	8.4917%	-	-	-	11.4773%	-	-	-
Sclara, Michael [redacted]	5.0000%	-	5.0000%	4.4882%	-	-	-	-	-	-	-
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Voorhis, Charles [redacted]	-	7.0000%	-	10.2351%	-	-	6.2500%	-	-	-	-
McGinn, Steven [redacted]	-	12.2500%	-	-	-	-	6.2500%	-	-	-	-
Elseman, Kathryn [redacted]	-	10.0000%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Carrie [redacted]	-	12.7500%	-	-	-	-	6.2500%	-	-	-	-
Franson, Bonnie (Maria) [redacted]	-	2.5000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian [redacted]	-	4.5000%	-	-	-	-	-	-	-	-	-
Russo, Michael [redacted]	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick [redacted]	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	100.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.00%	-	10.0000%	-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%
Description of Services	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public	Provides Surveying Services to Nelson & Pope Exclusively	Owns Buildings Leased by Nelson & Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying Services to Nelson & Pope and Nelson Pope & Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	Provides Construction/ Contract Management to General Public	Environmental Consulting On Call services for Nassau County, NY	Provides Topographic Surveying Services to New York City Department of Design and Construction

Nelson & Pope etal. - Partners Ownership Percentages - 07/01/2019

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Crane, Matthew [redacted]	3.3436%	-	3.3436%	-	-	-	-	-	10.0000%	-	-
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McGinn, Steven [redacted]	-	12.2500%	-	-	-	-	6.2500%	-	-	-	-
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Franson, Bonnie (Maria) [redacted]	-	2.5000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian [redacted]	-	4.5000%	-	-	-	-	-	-	-	-	-
Russo, Michael [redacted]	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick [redacted]	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	100.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.00%	-	10.0000%	-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%
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NELSON & POPE

ENGINEERS | ARCHITECTS | SURVEYORS

JOSEPH R. EPIFANIA, PE • ROBERT G. NELSON JR., PE • THOMAS F. LEMBO, PE • ERIC J. McFERRAN, PE
THOMAS C. DIXON, PE • GREGORY D. PETERMAN, PLS • RUSSELL Z. SCOTT, PE • MICHAEL A. SCIARA, RA

VICTOR BERT, PE • GARY S. BECKER, PE

572 WALT WHITMAN ROAD, MELVILLE NY 11747-2188
PHONE: 631.427.5665 • FAX: 631.427.5620 • NELSONPOPE.COM

Business History Form
Response to Question 13: Investigations

Nassau County Integrity Monitoring Agreement:

Nelson & Pope's Business History Form filings have disclosed existing familial relationships with a Nassau County employee and legislator that could have the appearance of a conflict of interest. In June 2018, Nelson & Pope voluntarily entered into an "Integrity Monitoring Agreement" with Nassau County. The express purpose of the agreement is to assure the County of N&P's commitment to business integrity and compliance with County requirements so as to allow N&P to continue to work on existing County contracts and be considered for future County contracts and subcontracts. An investigation and review of N&P's response to the Conflict of Interest question on the Business History Form made on the Business History Forms was conducted by a County approved independent Integrity Monitor retained by N&P. As a result of the Integrity Monitor's review, N&P agreed to commit to maintaining an effective "Compliance Program" as set forth in the County's document. The program would include up-to-date Compliance and Ethics Policies, Protocols, staff acknowledgements of the existence of any Covered Relationships and compliance training as set forth in the County prepared document entitled "N&P Engineers & Land Surveyor, PLLC Contractor Certification". In compliance with the document, N&P has completed the follow actions:

- The company has assigned a partner, approved by the County, to function as a Compliance Officer, responsible for monitoring and enforcing the Company's Compliance and Ethics Policies.
- The Company has prepared and adopted the "N&P Protocols for Nassau County Projects", approved by the County, that contains the Company's policy and procedure relating to preventing and monitoring actual or relationships that could be perceived as conflicts of interest.
- The Company has incorporated the N&P Protocols and the "Nassau County Vendor Code of Ethics" into the Company Employee Handbook.
- All Company staff have submitted signed "Acknowledgement" disclosure forms identifying the existence or non-existence of having Covered Relationships, in compliance with the N&P Protocols.
- All Company staff have received the required compliance and ethics training.
- The Company has filed an updated Business History Form to reflect the implementation of the compliance and ethics policies and results of the staff "Acknowledgement" disclosures.
- The Company's new employee package includes the "Acknowledgement" disclosure form and individual compliance and ethics training.

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Business History Form
Responses to Question 17A (i), 17 A(ii) and 17(iii)

17A (i), 17 A(ii) and 17(iii) Response:

A few years after beginning her employment at N&P, Elizabeth Walker became the daughter-in-law of an individual who would be elected approximately 7 years later to the Nassau County Legislature. As discussed in our response to Question **17(b)**, all N&P staff are required to sign an *Acknowledgement Certification*, that is included with our Nassau County approved *"N&P Protocols for Nassau County Projects"*. In the Acknowledgment, the staff must identify any "Covered Relationships" that exist. After reviewing the definition of a Family Member on page 111 of the Nassau County Vendor Code of Ethics, it is our opinion and that of her attorney, the N&P employee does not have any "Covered Relationships". Therefore, there exists no actual or appearance of a conflict of interest.

Five (5) N&P staff did identify in their signed Acknowledgement Certifications that they had "Covered Relationships". Three (3) staff members identified relations that were Nassau County Police Officers, one (1) staff member identified a brother who is a Nassau County Police Detective and one (1) employee who identified a daughter who in 2017 was hired as a Clerk Laborer I in the Nassau County Clerk's Office, two (2) years following his commencing employment with N&P. Due to the work responsibilities of the individuals identified as "Covered Relationships", there is no existing actual or appearance of a conflict of interest that would prevent these N&P staff from working on all aspects of Nassau County projects or soliciting or prepare proposals for future Nassau County projects.

NELSON & POPE

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Business History Form
Responses to Question 17B

17B Response:

All N&P employees have signed and are bound by Section 2.33 Duty of Loyalty/Code of Ethics, Conflict of Interest, pages 49 through 54 of the **N&P Employee Handbook** (dated 2019) which describes the responsibility of the employee with respect to conflicts of interest. Additionally, contained in the Appendix of the Handbook are N&P Protocols for Nassau County Projects and a copy of the Nassau County Vendor Code of Ethics pages 106 through 123. *N&P Protocols for Nassau County Projects* has been reviewed and approved by the Compliance section of the Nassau County's Office of the County Executive. It Contains an *Acknowledgement Certification*, which all Staff must sign and identify any *"Covered Relationships"* that is an actual or may have the appearance of a conflict of interest. It is N&P's company-wide policy that all potential projects and proposals are reviewed by partners and senior staff to identify the potential existence or appearance of conflicts of interest prior to accepting the project. If an actual or may have the existence of a, the company will make full disclosure and implement appropriate measures to mitigate the potential conflict. For Nassau County projects, our Nassau County designated Compliance Officer is notified, and the appropriate mitigation will be implemented. If it is found that an employee did not disclose a potential conflict of interest, they are subject to disciplinary action as stated in the handbook. Additionally, the ethical requirements of the professional licenses of partners and professional staff prohibit them from not disclosing known potential conflicts of interest that may exist.

N & P Engineering, Architecture and Land Surveying, PLLC

Partners Information as of 01/01/2019

	Ownership	Position	Profession	State	Lic #
Epifania, Joseph [redacted]	10.8599%	Partner	Engineer	NY	58669
Nelson, Robert, Jr. [redacted]	10.8599%	Partner	Engineer	NY	57296
Lembo, Thomas [redacted]	17.0317%	Partner	Engineer	NY	74701
				FL	58849
Peterman, Gregory [redacted]	12.5954%	Partner	Surveyor	NY	50213
				CT	70061
McFerran, Eric [redacted]	17.0317%	Partner	Engineer	NY	76844
Dixon, Thomas [redacted]	13.2461%	Partner	Engineer	NY	80973
				CT	24626
Scott, Russell [redacted]	10.0317%	Partner	Engineer	NY	87707
Sciara, Michael [redacted]	5.0000%	Partner	Architect	NY	31986
Crane, Matt [redacted]	3.3436%	Partner	Surveyor	NY	50065
	100.0000%	-	-	-	-

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

N & P ENGINEERING ARCHITECTURE AND LAND SURVEYING PLLC
572 WALT WHITMAN ROAD
MELVILLE, NY 11747-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 04/01/2019 TO 03/31/2022.

MARYELLEN ELIA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0016215 DUPLICATE

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

N & P ENGINEERING ARCHITECTURE AND LAND SURVEYING PLLC
572 WALT WHITMAN ROAD
MELVILLE, NY 11747-0000

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 07/01/2017 TO 06/30/2020.

MARYELLEN ELIA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0013870 DUPLICATE

Income Statement - Jan to Dec 2018

Nelson & Pope

As of period 12/31/2018

	January	February	March	April	May	June	July	August	September	October	November	December	2018 Year-to-Date	2017 Year-to-Date	Variance
Revenue															
Income From Professional Services	948,687	775,981	668,998	1,393,294	1,580,370	769,816	1,103,742	1,830,266	1,285,558	768,085	1,390,417	1,284,914	13,789,028	10,009,048	3,779,980
Credits Issued	-	(3,235)	(2,500)	-	(10,000)	-	-	(6,000)	(3,105)	(7,050)		(40,657)	(74,577)	(133,303)	58,726
(Income) Loss From Affiliates	118,726	130,912	(49,134)	(42,087)	33,998	(54,423)	20,982	63,768	(440)	(2,521)	62,480	72,279	354,540	745,207	(390,667)
Total Revenue	**1,067,313**	**904,658**	**637,364**	**1,351,207**	**1,604,377**	**715,393**	**1,124,724**	**1,886,924**	**1,282,013**	**758,484**	**1,452,897**	**1,316,536**	**14,068,991**	**10,620,953**	**3,448,038**
Direct Costs															
Direct Salaries	296,329	267,943	290,911	282,327	362,038	282,025	271,376	372,400	282,208	322,052	321,535	315,607	3,666,750	3,680,511	(13,761)
Outside Services	167,936	110,376	85,121	314,459	190,452	135,132	163,262	164,129	164,258	283,706	183,478	263,107	2,205,427	1,249,636	955,790
Other Direct Costs	5,725	3,925	6,263	3,718	11,397	5,725	7,799	(10,588)	17,362	5,259	4,543	5,260	70,388	55,693	14,694
Total Direct Costs	**469,990**	**382,244**	**382,295**	**600,505**	**563,887**	**423,882**	**442,437**	**525,941**	**463,828**	**611,017**	**509,556**	**583,974**	**5,942,565**	**4,985,841**	**956,724**
Gross Profit	**607,323**	**522,415**	**255,069**	**750,702**	**1,040,479**	**291,511**	**682,288**	**1,360,983**	**788,185**	**145,467**	**943,341**	**729,562**	**8,126,426**	**5,635,112**	**2,491,314**
Overhead Expenses															
Overhead Expenses	339,590	442,476	466,863	539,565	554,842	400,769	417,060	551,602	455,539	486,593	541,886	2,065,591	7,281,375	5,299,931	1,981,445
Total Overhead Expenses	**339,590**	**442,476**	**466,863**	**539,565**	**554,842**	**400,769**	**417,060**	**551,602**	**455,539**	**486,593**	**541,886**	**2,065,591**	**7,281,375**	**5,299,931**	**1,981,445**
Total Operating Expenses	**799,590**	**824,719**	**849,158**	**1,140,071**	**1,118,729**	**824,651**	**849,497**	**1,077,543**	**919,367**	**1,096,609**	**1,051,442**	**2,672,564**	**13,223,940**	**10,285,771**	**2,938,169**
Net Profit/(Loss)	**267,723**	**79,939**	**(211,794)**	**211,136**	**485,638**	**(199,258)**	**275,228**	**808,481**	**332,647**	**(340,126)**	**401,455**	**(1,356,018)**	**845,051**	**335,181**	**509,869**

Balance Sheet

NELSON + POPE

As of period 12/31/2018

Total Assets	14,565,914.38
Total Liabilities	5,264,218.82
Total Net Worth	9,301,695.56
Total Liabilities and Net Worth	**14,565,914.38**

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: N&P Engineering, Architecture and Land Surveying, PLLC

Address: 572 WALT WHITMAN ROAD

City: MELVILLE State: NY Zip Code: 11747

2. Entity's Vendor Identification Number: 11-3551992

3. Type of Business: Partnership (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):

1 File(s) uploaded

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

1 File(s) uploaded

No shareholders, members, or partners have been attached to this form.

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.

See attached.

1 File(s) uploaded

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Thomas F Lembo [TLEMBO@NELSONPOPE.COM]

Dated: 12/05/2019 12:36:36 PM

Title: Partner, Compliance Officer

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.

N & P Engineering, Architecture and Land Surveying, PLLC

Partners Information as of 01/01/2019

	Ownership	Position	Profession	State	Lic #
Epifania, Joseph [redacted]	10.8599%	Partner	Engineer	NY	58669
Nelson, Robert, Jr. [redacted]	10.8599%	Partner	Engineer	NY	57296
Lembo, Thomas 3[redacted]	17.0317%	Partner	Engineer	NY	74701
				FL	58849
Peterman, Gregory [redacted]	12.5954%	Partner	Surveyor	NY	50213
				CT	70061
McFerran, Eric [redacted]	17.0317%	Partner	Engineer	NY	76844
Dixon, Thomas [redacted]	13.2461%	Partner	Engineer	NY	80973
				CT	24626
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Crane, Matt [redacted]	3.3436%	Partner	Surveyor	NY	50065
	100.0000%	-	-	-	-

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	100.0000%	-	-	-	-

NELSON & POPE

ENGINEERS | ARCHITECTS | SURVEYORS

JOSEPH R. EPIFANIA, PE • ROBERT G. NELSON JR., PE • THOMAS F. LEMBO, PE • ERIC J. McFERRAN, PE
THOMAS C. DIXON, PE • GREGORY D. PETERMAN, PLS • RUSSELL Z. SCOTT, PE • MICHAEL A. SCIARA, RA

VICTOR BERT, PE • GARY S. BECKER, PE

572 WALT WHITMAN ROAD, MELVILLE NY 11747-2188
PHONE: 631.427.5665 • FAX: 631.427.5620 • NELSONPOPE.COM

Consultant's, Contractor's and Vendor's Disclosure (CCVD)
Form Response to Question 6

The following is a list of all affiliated and related companies and their relationship to Nelson & Pope:

- N&P Construction Layout (N&P Partners are Individual Owners)
- Nelson Pope & Voorhis, LLC (N&P Majority Owner)
- 572 Walt Whitman Road Associates, LLC (N&P Partners are Individual Owners)
- Vornel Management (N&P Majority Owner)
- HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger (N&P Majority Owner)
- N&P Engineering LLC (N&P Majority Owner)
- East Coast Geoservices LLC (N&P Minority Owner)

It is anticipated for the **BUILDING ON-CALL CONTRACT** that the following affiliates/related companies may take part in the performance of the contract.

- N&P Construction Layout (N&P Partners are Individual Owners)
- Nelson Pope & Voorhis, LLC (N&P Majority Owner)

A CCVD has been uploaded for each of these companies.

Income Statement - Jan to Dec 2018

Nelson & Pope

As of period 12/31/2018

	January	February	March	April	May	June	July	August	September	October	November	December	2018 Year-to-Date	2017 Year-to-Date	Variance
Revenue															
Income From Professional Services	948,587	776,981	688,996	1,303,204	1,580,379	769,815	1,103,742	1,830,266	1,255,668	766,085	1,390,417	1,284,914	13,769,028	10,009,048	3,779,980
Credits Issued	-	(3,235)	(2,500)	-	(10,000)	-	-	(6,000)	(3,105)	(7,090)		(40,667)	(74,577)	(133,303)	58,726
(Income) Loss From Affiliates	118,726	130,912	(49,134)	(42,087)	33,998	(54,423)	20,982	63,758	(440)	(2,521)	62,480	72,279	354,540	745,207	(390,667)
Total Revenue	**1,067,313**	**904,658**	**637,364**	**1,261,267**	**1,604,377**	**715,393**	**1,124,724**	**1,886,024**	**1,252,013**	**756,484**	**1,452,897**	**1,316,526**	**14,668,991**	**10,620,953**	**3,448,038**
Direct Costs															
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Total Direct Costs	**459,990**	**382,244**	**382,295**	**600,595**	**563,897**	**423,882**	**432,437**	**526,941**	**463,828**	**611,017**	**509,556**	**586,974**	**5,942,565**	**4,985,841**	**956,724**
Gross Profit	**607,323**	**522,416**	**255,069**	**750,702**	**1,040,479**	**291,511**	**692,288**	**1,359,083**	**788,185**	**145,467**	**943,341**	**729,552**	**8,726,426**	**5,635,112**	**2,491,314**
Overhead Expenses															
Overhead Expenses	339,600	442,476	466,883	539,556	554,842	400,769	417,060	551,502	455,539	485,593	541,885	2,085,581	7,281,375	5,299,931	1,981,445
Total Overhead Expenses	**339,600**	**442,476**	**466,883**	**539,556**	**554,842**	**400,769**	**417,060**	**551,502**	**455,539**	**485,593**	**541,885**	**2,085,581**	**7,281,375**	**5,299,931**	**1,981,445**
Total Operating Expenses	**799,590**	**824,719**	**849,178**	**1,140,071**	**1,118,739**	**824,651**	**849,497**	**1,077,543**	**919,367**	**1,096,609**	**1,051,442**	**2,672,554**	**13,223,940**	**10,285,771**	**2,938,169**
Net Profit/(Loss)	**267,723**	**79,939**	**(211,794)**	**211,135**	**485,638**	**(109,258)**	**275,228**	**808,481**	**332,647**	**(340,126)**	**401,455**	**(1,356,918)**	**845,051**	**335,181**	**509,869**

Balance Sheet

NELSON + POPE

As of period 12/31/2018

Total Assets	14,565,914.38
Total Liabilities	5,264,218.82
Total Net Worth	9,301,695.56
Total Liabilities and Net Worth	**14,565,914.38**

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) N&P Engineers & Land Surveyor PLLC, d/b/a as Nelson & Pope Engineers & Surveyors, having its principal office at 572 Walt Whitman Road, Melville, New York 11747 (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the three (3) year anniversary of the Commencement Date, (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Any task order issued to the Firm, prior to the Expiration Date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

2. Services.

(a) The services to be provided by the Firm under this Agreement consist of but may not be limited to engineering, design, inspection, data collection, traffic analyses, CAD drafting, surveys, traffic impact analyses, traffic counting, traffic studies, traffic calming studies, transportation planning, providing traffic engineers, ITS Specialists, CAD Operators and technicians, and any other services necessary to address a wide variety of traffic engineering projects and assignments. The specific work divisions and deliverables related to this project are to be considered "On-Call" in nature and will be more particularly described in the "Detailed Scope of Services," provided with each solicitation for work under this agreement. Each request for work will be attached hereto and hereby be made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Contractor shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner or his or her duly designated deputy. The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services and/or Services During Construction that may be so authorized, shall not exceed Two Million Five Hundred Thousand Dollars ($2,500,000.00).

(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 a progress report, in a form satisfactory to the County, indicating the percentage and description of work completed and other documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Contractor, to demand that the Contractor furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Contractor.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C.

§101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Contractor represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Contractor from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Contractor shall indemnify and hold the County harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Contractor hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any

individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, 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, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions

with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable 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 taken pursuant to or authorized by this Agreement and 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 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 in connection with the investigation, defense or prosecution of any action, suit or proceeding 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) in the aggregate, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars ($2,000,000) per claim and four million dollars ($4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability 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 or authorized to do business in New York State and acceptable to the County; and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County Attorney's Office. 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 County Attorney's Office of the same and deliver to the County Attorney's Office 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 any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain 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. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

13. 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.

14. 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 County Comptroller, the County Attorney's Office, 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.

15. 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.

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. All Legal Provisions Deemed Included; Severability; Supremacy; Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) In the event of a conflict between the terms and conditions of the contract, including any and all attachments thereto and amendments thereof, and the terms of this Appendix A, the terms of this Appendix A shall control.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

18. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-Three dollars ($533) 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.

19. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the State and/or federal governments, then beyond funds available to the County from the State and/or federal governments.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

{Remainder of page intentionally lefty blank}

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

N&P Engineers & Land Surveyor PLLC

By: _____

Name: Robert G Nelson Jr PE

Title: Partner

Date: 04-02-2019

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
Suffolk)ss.:
COUNTY OF ~~NASSAU~~)

On the 2 day of April in the year 20 19 before me personally came Robert G. Nelson, Jr 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 Partner of N & P Engineers & Land Surveyor, PLLC, 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

CORRINE C. COLLINS NOTARY PUBLIC STATE OF NEW YORK NO. 01CO6299039 QUALIFIED IN SUFFOLK COUNTY COMM. EXP. 03/17/2025

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

Exhibit "A"

Detailed Scope of Services

1. Scope of Services.
These services may involve, but are not limited to, engineering, design, inspection, data collection, traffic analyses, CAD drafting, surveys, traffic impact analyses, traffic counting, traffic studies, traffic calming studies, transportation planning, providing traffic engineers, ITS Specialists, CAD Operators and technicians, and any other services necessary to address a wide variety of traffic engineering projects and assignments. The scope of services required for a particular project will be identified, described in writing and distributed to the Firm for consideration. Each firm will submit a letter proposal for review/evaluation by the Department. The letter proposal shall include, but not limited to, proposed staffing resumes. The selected firm shall abide by all aspects of the response provided in the letter proposal. After review of the letter proposals, selection of a firm to provide the requested services and encumbrance of project funds, the firm selected will be directed in writing to commence work.

2. Notification.
The Firm agrees to review the County's request within the specified time limit and provide the County with a written proposal and cost estimate based on the terms and conditions of the Agreement. The County reserves the right to accept or reject any proposal and estimate from the Firm. Additionally, the County is not required to assign any work to the Firm under this Agreement.

3. Task Order Procedures.

This Agreement is an on-call services agreement. Nothing contained in this agreement, shall be deemed to assign, or guarantee assignment of, any work to the Firm. Any work that may be assigned to the Firm is subject to all the terms and conditions contained in this Agreement.

A. Task Order Issuance and Submission of Proposal
In the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the "Task Order") that provides a detailed description of the services the Department requires and the type of cost estimate it is requesting. The Department may send the Task Order to the Firm. If the Task order is sent to the Firm, the Firm shall:

1. Review the task order and respond to the Department with any questions the Firm may have within five (5) business days of the Department's issuance of the Task Order; and
2. Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (i) (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described in the Task Order and (ii) the total time the Firm will require to complete the work described in the Task Order. If no due date for the Proposal is specified in the task order, such due date shall be (1) month from the date the Task order was sent by the Department to the Firm.

B. Department Review of Cost Proposal

1. The Department shall review the proposal and the Department may, in its sole and absolute discretion, (i) select the Firm to provide the requested services, (ii) reject the Proposal or (iii) request modifications to the proposal and grant additional time for the submission of a revised Proposal.
2. The Commissioner of the Department shall notify the Firm in writing of the Department's determination and, if the Proposal is accepted by the Department, the Department will issue a notice to proceed setting forth a start date and any additional terms and conditions that apply.

Exhibit "B"

Payment Schedule

Payment to the Firm for all services that may be authorized under this Agreement, shall be made as follows:

Compensation for services provided under the terms of this Agreement will be (i) on the basis of a lump sum or (ii) the actual salaries paid to the technical personnel engaged in performing the service, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier. The method of determining compensation shall be established by the County for each project and set forth in the County's written request for a proposal and cost estimate.

Payments to Firm When Services Are Compensated "On the Basis of Salary Multiplier"
With regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. The Firm shall prepare and attach to this Agreement a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. It is the County's intention that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee on all current County agreements with the Firm.

The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. All overtime requests must be submitted to the Department for approval in advance. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred.

Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and seventy-five dollars ($175.00).

Out-of-Pocket Expenses:
The Firm shall be reimbursed for the actual cost of "out-of-pocket" expenses that have been approved in writing by the Commissioner of Public Works. Traveling cost for reporting to site is not considered out-of-pocket.

The Firm shall be reimbursed for the actual cost of the following expenses incurred in the interest of the project:

1. Transportation and living expenses for approved and required travel beyond 50-mile radius of the job site with prior written approval of the Commissioner, and at rates established by the County for its own employees.
2. Additional models, renderings, and/or photographs than those requested in task order.
3. Reproduction of drawings in excess of 15 copies per each.

Subcontractor Costs and Subconsultant Charges:

1. Subcontractors engaged by the Firm shall be compensated on the same basis as provided herein for

employees of the Firm.

2. The Firm shall be reimbursed the actual cost of the fees of the subcontractor as approved by the County.
3. The Firm shall be further reimbursed for the actual out-of-pocket expenses, as outline above, for subconsultants and subcontractors when authorized in writing by the Commissioner.

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by

the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive

Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Contract Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

   Robert G Nelson Jr PE (Name)

   572 Walt Whitman Road Melville NY 11747 (Address)

   631-427-5665 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ 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 by the Proposer/Bidder, 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 Proposer/Bidder 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. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated
Signature of Chief Executive Officer

Robert G. Nelsen Jr PE PARTNER
Name of Chief Executive Officer

Sworn to before me this
2 day of April, 2019

CORRINE C. COLLINS
NOTARY
NO. 01CO6289039
QUALIFIED IN
SUFFOLK COUNTY
COMM. EXP.
03/17/2019
PUBLIC
STATE OF NEW YORK

Notary Public

AL

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Brian J. Schneider, Deputy County Executive

FROM: Department of Public Works

DATE: October 19, 2018

SUBJECT: Recommendation to Engage Services of Consultant
Nassau County "On-Call" Traffic Engineering Services
Project Number T6250003D

This Department intends to procure "On-Call" Traffic Engineering Services for our Traffic Engineering Unit. The services typically provided under an "On-Call" Services agreement include but are not limited to general traffic engineering, inspection, drafting, data collection, traffic signal designs, pavement marking designs, capacity analyses, traffic signal warrant studies, preparation and/or review of traffic impact studies, design of traffic calming measures and asset management system development.

A team of four (4) engineers conducted the consultant selection process and established a technical ranking based upon the evaluation of proposals. The review team included: Harold Lutz, P.E., Director of Traffic Engineering; Michael Hagan, P.E., Traffic Engineer III; David Cotter, Traffic Engineer I; and Aryeh Lemberger, A.I.C.P., Unit Head, Traffic Engineering Unit.

In reply to our Request for Proposals, which was advertised in Newsday and on the County website, we received proposals from eight (8) firms. In accordance with County Executive Order No. 1-1993 and Board of Supervisors Resolution 928-1993, these proposals were reviewed. The eight (8) firms that submitted proposals for review along with the results of the technical ranking and their proposed multipliers for design and inspection work are shown in the chart below.

Firm	Technical Score	Technical Rank	Design/Inspection Multiplier
Greenman-Pedersen, Inc.	96.8	1	2.60/2.20
Nelson & Pope, LLP	95.3	2	2.65/2.20
L.K. McLean Associates, P.C.	95.0	3	2.50/2.25
NV5 New York	94.3	4	2.50/2.30
LiRo Engineers, Inc.	87.0	5	2.50/2.50
VHB Engineering, Surveying and LA, P.C.	84.0	6	2.75/N/A
AECOM	79.5	7	2.60/2.26
KLD Engineering, P.C.	72.3	8	2.596/N/A

It should be noted that no specific cost proposals were requested with this RFQ/RFP since the services are of an "On-Call" nature and a specific scope of work cannot be defined. The Department intends to award "on-call" agreements to the five (5) highest ranked firms. The firms selected will be required to submit a cost proposal on a case by case basis for review and approval for each item of work proposed under this agreement. Payments to the firms will be based on actual salaries paid to their personnel times a multiplier. Since there is no specific scope of work, there is no specific cost identified. However, based on previous years, we estimate approximately $2,000,000.00 worth of work through this agreement. The agreements would have a term of two (2) years with the option to extend for one (1) additional year. Each firm, as part of this RFQ/RFP, was requested to submit a proposed multiplier for design services and a proposed multiplier for inspection services. These multipliers will be capped at a rate to be determined through contract negotiations.

The Department recommends that the following firms be retained for these services:

Firm/Address	Proposed Sub-Consultants/Address/MBE/WBE
Greenman-Pedersen, Inc. 325 West Main Street Babylon, NY 11702	M & J Engineers, P. C. (MBE/DBE) 2003 Jericho Turnpike New Hyde Park, NY 11040 TRIP Consultants Corp. 311 85th Street Brooklyn, NY 11209 B. Thayer Associates (MBE/DBE) 99 Sunnyside Boulevard Woodbury, NY 11797
Nelson & Pope 572 Walt Whitman Road Melville, NY 11747-2188	Gedeon GRC Consulting (MBE/DBE) 6901 Jericho Turnpike Suite 216 Syosset, NY 11791 Traffic Databank (WBE/MBE/DBE) 716 South Sixth Avenue Mt. Vernon, NY 10550
L.K. McLean Associates, P.C. 437 South Country Road Brookhaven, NY 11719	M & J Engineers, P. C. (MBE/DBE) 2003 Jericho Turnpike **New Hyde Park, NY 11040** KAG Engineering, PLLC (WBE/DBE) 210 Suydam Lane Bayport, NY 11705 **Traffic Counts Collecting, Inc. (WBE/DBE)** 65-39 Maurice Avenue Woodside, NY 11377
NV5 New York – Engineers, Architects, Landscape Architects and Surveyors 40 Marcus Drive, Suite 201 Melville, NY 11747	Gedeon GRC Consulting (MBE/DBE) 6901 Jericho Turnpike Suite 216 Syosset, NY 11791 Traffic Databank (WBE/MBE/DBE) 716 South Sixth Avenue Mt. Vernon, NY 10550 **Traffic Counts Collecting, Inc. (WBE/DBE)** 65-39 Maurice Avenue Woodside, NY 11377

SUBJECT: Recommendation to Engage Services of Consultant
Nassau County "On-Call" Traffic Engineering Services

LiRo Engineers, Inc. 3 Aerial Way Syosset, NY 11791	Gedeon GRC Consulting (MBE/DBE) 6901 Jericho Turnpike Suite 216 Syosset, NY 11791 Traffic Databank (WBE/MBE/DBE) 716 South Sixth Avenue Mt. Vernon, NY 10550

In accordance with procedural guidelines, CSEA has been notified of this proposed agreement.

Please indicate whether you approve or disapprove of our recommendation and return this memo to this office for appropriate action.

Kenneth G. Arnold
Commissioner

KGA:HL:AL:jd
c: Harold T. Lutz, Director of Traffic Engineering
√Aryeh Lemberger, Unit Head, Traffic Engineering Unit
Michael Hagan, Traffic Engineer III
David Cotter, Traffic Engineer I
Jonathan Lesman, Management Analyst II

APPROVED:

Brian J. Schneider 10/17/18
Brian J. Schneider Date
Deputy County Executive

DISAPPROVED:

Brian J. Schneider Date
Deputy County Executive

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Traffic Engineering Unit
Att: Aryeh Lemberger, Unit Head

FROM: Office of the Commissioner

DATE: April 11, 2018

SUBJECT: CSEA Sub-Contracting Approval
C18-021 – T6250003G – "On-Call" Traffic Engineering Services

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C18-021.**

Please prepare the necessary documentation to proceed with your work.

If you have any questions, please speak with Jonathan Lesman.

Kenneth G. Arnold
Commissioner

KGA:las
c: Harold Lutz, Director of Traffic Engineering
Loretta Dionisio, Hydrogeologist II
Jonathan Lesman, Management Analyst II

C18-021

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: March 26, 2018

SUBJECT: CSEA Notification of a Proposed DPW Contract
Proposed Contract No: T6250003G

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:
"On-Call" Traffic Engineering Services for the Department's Traffic Engineering Unit.

2. The work involves the following: Providing traffic engineers, inspectors, draftsmen, technicians and other staff on an "as needed" basis for various traffic engineering related projects including, but not limited to: traffic signal designs, pavement marking designs, capacity analyses, traffic signal warrant studies, data collection, preparation and/or review of traffic impact studies, traffic signal inspection, and asset management system development.

3. An estimate of the cost is: $600,000.00

4. An estimate of the duration is: Twenty-four (24) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Kenneth G. Arnold, Commissioner, telephone 1-9607, fax 1-9657.

Kenneth G. Arnold
Commissioner

KGA:WSN:HTL:AL:jd
c: Christopher Nicolino, Director, Office of Labor Relations
Rakhal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Harold T. Lutz, Director of Traffic Engineering
Aryeh Lemberger, Unit Head, Traffic and Engineering Unit
Christopher Yansick, Unit Head, Financial Services Unit
Loretta Dionisio, Hydrogeologist II
Jonathan Lesman, Management Analyst II

K:\Support Staff\Author\Lemberger, Aryeh\CSEA Notif T6250003G.al.doc

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Thomas F. Lembo, PE, Partner

Name and Title of Authorized Representative

m/d/yy

09/05/19

Signature

Date

N & P Engineering, Architecture and Land Surveying, PLLC

Name of Organization

572 Walt Whitman Road, Melville, NY 11747

Address of Organization

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/13/2019

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
PG Genatt Group LLC
3333 NEW HYDE PARK RD
SUITE 409
NEW HYDE PARK NY 11042

CONTACT NAME: Alyson Graziosi
PHONE (A/C, No, Ext): 516-869-8788 **FAX (A/C, No):** 1-516-706-2973
E-MAIL ADDRESS: agraziosi@crpgrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Trumbull Insurance Company	
INSURER B : Continental Insurance	35289
INSURER C : Travelers Indemnity Company	25658
INSURER D : Berkley Insurance Company	32603
INSURER E :	
INSURER F :	

INSURED NPENGIN
N & P Engineering, Architecture and
Land Surveying, PLLC
572 Walt Whitman Road
Melville NY 11747

COVERAGES **CERTIFICATE NUMBER:** 41009108 **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	
B	X COMMERCIAL GENERAL LIABILITY			6020187116	8/14/2019	8/14/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Contractual Liab						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
							EMP BEN.	$ 1,000,000
A	AUTOMOBILE LIABILITY			12UENBJ3980	8/14/2019	8/14/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			ZUP81M3928119NF	8/14/2019	8/14/2020	EACH OCCURRENCE	$ 11,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 11,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
D	PROFESSIONAL LIABILITY			AEC-9028099-05	3/8/2019	3/8/2020	$2,000,000 PER CLAIM $4,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NAMED INSURED ADDRESS: 572 Walt Whitman Road, Melville, 11747
Nassau County and its afflicts and officers are included as additional insured as per written contract

CERTIFICATE HOLDER

Nassau County
1194 Prospect Avenue
Westbury NY 11590-2723

CANCELLATION 30 day notice applies

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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NYSIF
New York State Insurance Fund

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 200466961

HAMOND SAFETY MANAGEMENT LLC
6800 JERICHO TURNPIKE
SUITE 105W
SYOSSET NY 11791

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
N & P ENGINEERING, ARCHITECTURE AND LAND SURVEYING PLLC 572 WALT WHITMAN RD MELVILLE NY 11747	NASSAU COUNTY DPW 1194 PROSPECT AVENUE WESTBURY NY 11590

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
G 1254 137-1	522155	01/01/2020 TO 01/01/2021	12/26/2019

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1254 137-1, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY AFFORDS COVERAGE TO THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

CHARLES J VOORHIS GENERAL PARTNER
STEVEN MCGINN GENERAL PARTNER
KATHRYN EISEMAN GENERAL PARTNER
CARRIE O'FARRELL GENERAL PARTNER
EAST COAST GEOSERVICES LLC

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 502200899

0000000000077357672

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	N & P Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope
Address (street/city/state/zip code):	572 Walt Whitman Road, Melville, NY 11747
Authorized Representative (name/title):	Robert G. Nelson, Jr., PE, Partner
Authorized Signature:	
Contract Number:	RFP# T62500-03D
Contract/Project Name:	On-Call Traffic Engineering Services
Contract/Project Description:	On-Call Traffic Engineering Services

Part 2- Projected MBE/WBE Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	TBD		
Total MBE Dollar Amount	TBD	MBE Contract Percentage	10%
Total WBE Dollar Amount	TBD	WBE Contract Percentage	10%
Total Combined M/WBE Dollar Amount	TBD	Combined M/WBE Contract Percentage	30%

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount($) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name: Gedeon GRC Consulting Address: 1517 Franklin Avenue, Suite 200 City: Mineola State/Zip Code: NY 11501 Authorized Representative: Carlene Cherebin Telephone No. (516) 873-7010	Traffic Engineering	Amount ($): TBD Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Traffic Data Bank Address: 716 South Sixth Avenue City: Mt. Vernon State/Zip Code: NY 10550 Authorized Representative: Victor Ochieng Telephone No. (914) 815-5379	Traffic data collection and acquisition.	Amount ($): TBD Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Traffic Data Bank Address: 716 South Sixth Avenue City: Mt. Vernon State/Zip Code: NY 10550 Authorized Representative: Victor Ochieng Telephone No. (914) 815-5379	Traffic data collection and acquisition.	Amount ($): TDB Award Date: TDB	Start Date: TBD Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

E-49-20

NIFS ID:CLAT19000021 Department: County Attorney

Capital:

SERVICE: Outside Counsel (addition of Galloway matter)

Contract ID #:CQAT18000007 NIFS Entry Date: 18-NOV-19 Term: from to

Amendment
Time Extension:
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Sokoloff Stern LLP**	Vendor ID#[redacted]
Address: 179 Westbury Avenue Carle Place, NY 11514	Contact Person: [redacted]
	Phone: [redacted]

Department:
Contact Name: Mary Nori
Address: 1 West Street Mineola, NY 11501
Phone: 516-571-6083

2020 JAN -2 P 3:16

Routing Slip

Department	**NIFS Entry: X**	**20-DEC-19 -- MREYNOLDSAT**
Department	**NIFS Approval: X**	**03-JAN-20 -- MNORIAT**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**14-JAN-20 -- IQURESHI**
OMB	**NIFS Approval: X**	**08-JAN-20 -- JNOGID**
County Atty.	**Insurance Verification: X**	**03-JAN-20 -- NSARANDIS**
County Atty.	**Approval to Form: X**	**03-JAN-20 -- DMCDERMOTT**
CPO	**Approval: X**	**21-JAN-20 -- KOHAGENCE**
DCEC	**Approval: X**	**22-JAN-20 -- JCHIARA**

Dep. CE	**Approval: X**	**28-JAN-20 -- HWILLIAMS**
Leg. Affairs	**Approval/Review: X**	**02-MAR-20 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: This amendment adds additional services in the following case: JOSIAH GALLOWAY v COUNTY OF NASSAU, NASSAU COUNTY POLICE DEPARTMENT, OFFICE OF THE NASSAU COUNTY DISTRICT ATTORNEY, INCORPORATED VILLAGE OF HEMPSTEAD, INCORPORATED VILLAGE OF HEMPSTEAD POLICE DEPARTMENT, 19-CV-5026 (the "Galloway' matter).
Method of Procurement: A Request for Qualifications ("RFQ") was issued and a panel of firms (Panel) qualified to provide legal services for the County has been established. The firm Sokoloff Stern LLP has been added to the Panel. The County Attorney's Office reviewed the Panel of qualified firms and selected Sokoloff Stern LLP to represent Correction Officer Antonio Cuevas in the Rodriguez litigation based on their experience, expertise, and availability. Correction Officer Cuevas has agreed with the selection. Note, the County Attorney¿s Office is unable to represent Correction Officer Cuevas in the Rodriguez litigation because of a conflict and is therefore assigning this matter to outside counsel.
Procurement History: Outside counsel contract for the firm, Sokoloff Stern LLP, to represent Correction Officer Antonio Cuevas in the following case: Jose Miguel Rodriguez v. County of Nassau, Nassau County Correctional Center, Their Agents, Employees, Contractors, and Medical Providers, Index No. CV17-1776.
Description of General Provisions: The additional Services to be provided by Counsel shall consist of representing Nassau County in the following case: JOSIAH GALLOWAY v COUNTY OF NASSAU, NASSAU COUNTY POLICE DEPARTMENT, OFFICE OF THE NASSAU COUNTY DISTRICT ATTORNEY, INCORPORATED VILLAGE OF HEMPSTEAD, INCORPORATED VILLAGE OF HEMPSTEAD POLICE DEPARTMENT, 19-CV-5026 (the "Galloway' matter). The Original Term shall be extended so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be upon the completion of the Galloway matter, unless sooner terminated in accordance with the provisions of the Original Agreement.
Impact on Funding / Price Analysis: The Maximum Amount in the Original Agreement shall be increased by One Hundred Sixty Thousand Dollars ($160,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to the Counsel, as full consideration for all Services provided under the Amended Agreement, shall be Three Hundred Twenty-Five Thousand Dollars ($325,000.00) {the Amended Maximum Amount").
Change in Contract from Prior Procurement: The Maximum Amount in the Original Agreement shall be increased by One Hundred Sixty Thousand Dollars ($160,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to the Counsel, as full consideration for all Services provided under the Amended Agreement, shall be Three Hundred Twenty-Five Thousand Dollars ($325,000.00) {the Amended Maximum Amount").
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES	
Fund:	ATGEN1100
Control:	
Resp:	
Object:	**DE502**
Transaction:	
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 160,000.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 160,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
2	ATGEN1100/DE502	$ 160,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 160,000.00

RULES RESOLUTION NO. – 2020

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 ATTORNEY, AND SOKOLOFF STERN LLP

WHEREAS, the County has negotiated an amendment to a personal services agreement with Sokoloff Stern LLP to provide legal services for the County, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amended agreement with Sokoloff Stern LLP.

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. **Vendor:** Sokoloff Stern LLP

2. **Dollar amount requiring NIFA approval:** $160000

   Amount to be encumbered: $160000

   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: 4/26/2018 to completion**
   Has work or services on this contract commenced? Y ____

   If yes, please explain: Ongoing cases

4. **Funding Source:**

X General Fund (GEN)	Grant Fund (GRT)	
Capital Improvement Fund (CAP)		Federal % 0
Other		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:**

This amendment adds additional services in the following case:
JOSIAH GALLOWAY v COUNTY OF NASSAU, NASSAU COUNTY POLICE DEPARTMENT, OFFICE OF THE NASSAU COUNTY DISTRICT ATTORNEY, INCORPORATED VILLAGE OF HEMPSTEAD, INCORPORATED VILLAGE OF HEMPSTEAD POLICE DEPARTMENT, 19-CV-5026 (the "Galloway' matter).

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 Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberation s.

IQURESHI 14-JAN-20

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 Cou nty Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts for all relevant accounts and relevant Nassau County Legislature communication docu ments and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being su bmitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

CLAT1900021
Redacted

Jack Schnirman
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: Sokoloff Stern LLP

CONTRACTOR ADDRESS: 179 Westbury Avenue, Carle Place, New York 11514

FEDERAL TAX ID #: 263392230

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. X 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:**

X **B.** In April 2018, the County Attorney's Office conducted a formal Request for Qualifications ("RFQ") to identify eligible, experienced legal counsel for a broad array of legal areas, and a panel of firms ("Panel") qualified to provide legal services for the County has been established. The firm Sokoloff Stern LLP ("Counsel") has been added to the Panel. The County Attorney's Office reviewed the Panel of qualified firms and selected Sokoloff Stern LLP originally to represent Correction Officer Antonio Cuevas in the *Rodriguez v. County of Nassau et* al., ("*Rodriguez*") litigation based on their experience, expertise, and availability. The *Rodriguez* matter settled earlier this year. The new amended scope of services will be for Counsel to represent Nassau County in the matter known as *Galloway v. County of Nassau*, et al. A mini-bid was conducted for proposals for special counsel to represent Nassau County in the *Galloway* matter. Six candidates were solicited from the qualified panel. Five proposals were received. Proposals were reviewed, compared and scored by the selection committee. Due to their score and the need to obtain counsel quickly, the committee chose Sokoloff Stern LLP whom was found to have the proper ability to address the needs of the case, at a reasonable budget.

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. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. X Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ 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

11/18/2019
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. 01/18

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
Steven Stern [SSTERN@SOKOLOFFSTERN.COM]

Dated: 11/27/2019 01:53:30 PM

Vendor: Sokoloff Stern LLP

Title: Managing Partner

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Brian S. Sokoloff
Date of birth: [redacted]
[redacted]
Business Address: 179 Westbury Avenue
City: Carle Place State/Province/Terr.: NY Zip/Postal: 11514 Country: US
Telephone: (516) 334-4500
Other present address(es):
City: State/Province/Terr.: Zip/Postal: Country:
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	11/13/2008
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
50% ownership interest

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
179 Westbury Avenue, LLC

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 an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
   YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other

type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Brian S. Sokoloff , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Brian S. Sokoloff , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Sokoloff Stern LLP
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Brian S. Sokoloff [BSOKOLOFF@SOKOLOFFSTERN.COM]

Founding Partner
Title

11/26/2019 06:18:36 PM
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: Steven Stern
Date of birth: [redacted]
[redacted]
[redacted]
Business Address: 179 Westbury Avenue
City: Carle Place State/Province/Terr.: NY Zip/Postal: 11514 Country: US
Telephone: (516) 334-4500
Other present address(es):
City: Carle Place State/Province/Terr.: NY Zip/Postal: 11514 Country: US
Telephone: 5163344500
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	11/13/2008
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
50% ownership interest

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
179 Westbury Avenue, LLC

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 an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
   YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other

type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Steven C. Stern , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Steven C. Stern , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Sokoloff Stern LLP
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Steven C. Stern [SSTERN@SOKOLOFFSTERN.COM]

Co-Founder and Managing Partner
Title

11/26/2019 06:08:12 PM
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: 11/27/2019

1) Proposer's Legal Name: Sokoloff Stern, LLP

2) Address of Place of Business: 179 Westbury Avenue

City: Carle Place State: NY Zip Code: 11514

3) Mailing Address (if different): _____

City: _____ State: NY Zip Code: _____

Phone: _____

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 026181799

5) Federal I.D. Number: 26-3392230

6) The proposer is a: Partnership (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

YES [X] NO [ ] If yes, please provide details:

In a building with corporate offices of another tenant, Vincent's Clam Bar.

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, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any

other government entity terminated?
YES [ ] NO [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, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [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.

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.

When every new file is opened, (a) computer-check is done to compare the affiliated parties with all names affiliated with prior matters handled by the firm; and (b) every partner is consulted to review their matters for potential conflict.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;
11/13/2008

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

No individuals with a financial interest in the company have been attached..

1 File(s) Uploaded

iii) Name, address and position of all officers and directors of the company. If none, explain.
There are no officers or directors in this partnership.

No officers and directors from this company have been attached.

iv) State of incorporation (if applicable);
NY

v) The number of employees in the firm;
19

vi) Annual revenue of firm;
4000000

vii) Summary of relevant accomplishments
Please see proposal.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.
11

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Please see proposal.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	County of Putnam		
Contact Person	Jennifer S. Bumgarner, County Attorney		
Address	48 Gleneida Avenue		
City	Carmel	State	NY
Telephone	(845) 808-1150		
Fax #			
E-Mail Address	jennifer.bumgarner@putnamcountyny.gov		

Company	Village of Port Chester		
Contact Person	Anthony M. Cerreto, Village Attorney		
Address	222 Grace Church Street		
City	Port Chester	State	NY
Telephone	(914) 939-5208		
Fax #			
E-Mail Address	TCerreto@portchesterny.com		

Company	Town of East Hampton		
Contact Person	John Jilnicki, Town Attorney		
Address	159 Pantigo Road		
City	East Hampton	State	NY
Telephone	(631) 324-8787		
Fax #			
E-Mail Address	jjilnicki@ehamptonny.gov		

I, Steven Stern , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Steven Stern , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Sokoloff Stern LLP

Electronically signed and certified at the date and time indicated by:
Steven Stern [SSTERN@SOKOLOFFSTERN.COM]

Managing Partner
Title

11/27/2019 02:03:49 PM
Date

BUSINESS HISTORY FORM

QUESTION 17Aii):
Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner.

1. Brian S. Sokoloff, Managing Partner, [redacted]
2. Steven C. Stern, Managing Partner, [redacted]

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Sokoloff Stern LLP

Address: 179 Westbury Avenue

City: Carle Place State: NY Zip Code: 11514

2. Entity's Vendor Identification Number: 26-3392230

3. Type of Business: Partnership (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):

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

1 File(s) uploaded

No shareholders, members, or partners have been attached to this form.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):
n/a

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
n/a

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

n/a

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Steven Stern [SSTERN@SOKOLOFFSTERN.COM]

Dated: 11/27/2019 01:52:32 PM

Title: Managing Partner

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.

CONSULTANT'S, CONSTRACTOR'S, AND VENDOR'S DISCLOSURE FORM

QUESTION 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/partner/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

1. Brian S. Sokoloff, [redacted]
2. Steven C. Stern, [redacted]
3. Adam I. Kleinberg, [redacted]
4. Kiera J. Meehan, [redacted]
5. Leo Dorfman, [redacted]
6. Mark Radi, [redacted]

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 for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Sokoloff Stern LLP**, with an office located at 179 Westbury Avenue, Carle Place, New York 11514 ("Counsel" of "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT18000007 between the County and Counsel, executed on behalf of the County on August 16, 2018 (the "Original Agreement"), Counsel provides legal services to the County, 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 April 26, 2018 until the completion of services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, Counsel represents the County in litigation known as *Jose Miguel Rodriguez v. County of Nassau, Nassau County Correctional Center, Their Agents, Employees, Contractors, and Medical Providers*, Index No. CV17-1776 (the "*Rodriguez*" matter); and

WHEREAS, the matter previously assigned to Counsel under the Original Agreement, the *Rodriguez* matter, has concluded; and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Hundred Sixty-Five Thousand Dollars ($165,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to amend the Services, the Original Term and the Compliance with Law section of the Original Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Services. The additional Services to be provided by Counsel shall consist of representing Nassau County in the following case: *JOSIAH GALLOWAY v COUNTY OF NASSAU, NASSAU COUNTY POLICE DEPARTMENT, OFFICE OF THE NASSAU COUNTY DISTRICT ATTORNEY, INCORPORATED VILLAGE OF HEMPSTEAD, INCORPORATED VILLAGE OF HEMPSTEAD POLICE DEPARTMENT*, 19-CV-5026 (the "*Galloway*" matter).

2. Term. The Original Term shall be extended so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be upon the completion of the *Galloway* matter, unless sooner terminated in accordance with the provisions of the Original Agreement.

3. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred Sixty Thousand Dollars ($160,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to the Counsel, as full consideration for all Services provided under the Amended Agreement, shall be Three Hundred Twenty-Five Thousand Dollars ($325,000.00) (the Amended Maximum Amount"). Compensation for Counsel's Services on the *Galloway* matter shall be paid at an hourly rate according to the following fee schedule:

(i)	Partner/Of Counsel:	$225.00
(ii)	Associate:	$195.00
(iii)	Paralegal/Law Clerk:	$85.00

4. Compliance with Law. Section 6 of the Original Agreement is hereby amended to add the following subsections:

6. (f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

SOKOLOFF STERN LLP

By: _____
Name: Adam Kleinberg
Title: Partner
Date: 11/15/19

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN **BLUE** INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 15th day of November in the year 2019 before me personally came Adam Klimberg 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 Partner of Sahn Ward Stern LLP, 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

NICOLE BIUSO
Notary Public, State of New York
Registration No. 01BI6266266
Qualified in Nassau County
Commission Expires 7/23/2020

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

SOKOLLP-01 DTRINCERI

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/2/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: ROBERT C MANGI AGENCY	
The Robert C. Mangi Agency Inc. 950 Franklin Ave. STE 100 Garden City, NY 11530	PHONE (A/C, No, Ext): (516) 294-1072	FAX (A/C, No): (516) 294-1764
	E-MAIL ADDRESS: service@contractorsinsurance.org	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : MERCHANTS MUTUAL INSURANCE	23329
INSURED	INSURER B :	
SOKOLOFF , STERN LLP. 179 WESTBURY AVENUE CARLE PLACE, NY 11514	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER: 1**

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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR	X		BOPI039414	10/31/2019	10/31/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			BOPI039414	10/31/2019	10/31/2020	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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 ATTORNEY'S OFFICE INCLUDED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

NASSAU COUNTY ATTORNEY'S OFFICE
ONE WEST ST
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/27/19

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	**CONTACT NAME:** Aon Risk Services, Inc of Florida **PHONE (A/C, No, Ext):** 800-743-8130 **FAX (A/C, No):** 800-522-7514 **EMAIL ADDRESS:** ADP.COI.Center@Aon.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** New Hampshire Ins Co — 23841
INSURED ADP TotalSource CO XXI, Inc. 10200 Sunset Drive Miami, FL 33173 L/C/F Sokoloff Stern LLP 179 Westbury Ave Carle Place New York, NY 11514	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2458444 **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. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 080386575 NY	07/01/19	07/01/20	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ Unlimited
							E.L. DISEASE - EA EMPLOYEE	$ Unlimited
							E.L. DISEASE - POLICY LIMIT	$ Unlimited

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for SOKOLOFF STERN LLP, paid under ADP TOTALSOURCE, INC's payroll, are covered under the above stated policy.

CERTIFICATE HOLDER

Office of the Nassau County Attorney
Municipal Transactions Bureau
One West Street
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services, Inc of Florida

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Certified contract received on 05/23/2018
E-76-18 LR

NIFS ID:CQAT18000007 Department: County Attorney

Capital:

SERVICE: Outside counsel

Contract ID #:CQAT18000007 NIFS Entry Date: 16-MAY-18 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Sokoloff Stern LLP**	Vendor ID#: **263392230**
Address: 179 Westbury Avenue Carle Place, New York 11514	Contact Person: Adam Kleinberg
	Phone: (516) 334-4500 x 109

Department:
Contact Name: Daniel Gregware
Address: 1 West Street Mineola, New York 11501
Phone: (516) 571-1675

Routing Slip

Department	NIFS Entry: X	18-MAY-18 -- DGREGWARE
Department	NIFS Approval: X	18-MAY-18 -- SBERMAN
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	06-JUN-18 -- APERSICH
OMB	NIFS Approval: X	25-MAY-18 -- JDEVITO1
County Atty.	Insurance Verification: X	18-MAY-18 -- AAMATO
County Atty.	Approval to Form: X	18-MAY-18 -- DMCDERMOTT
Dep. CE	Approval: X	18-JUN-18 -- HWILLIAMS
Leg. Affairs	Approval/Review: X	12-JUN-18 -- MREYNOLDS

Legislature	Approval: X	26-JUN-18 -- LVOCATURA
Comptroller	NIFS Approval: X	03-AUG-18 -- MCOHEN
NIFA	NIFA Approval: X	16-AUG-18 -- MKWIATKOWSKI

Contract Summary

Purpose: New outside counsel contract for the firm, Sokoloff Stern LLP, to represent Correction Officer Antonio Cuevas in the following case: Jose Miguel Rodriguez v. County of Nassau, Nassau County Correctional Center, Their Agents, Employees, Contractors, and Medical Providers, Index No. CV17-1776.
Method of Procurement: A Request for Qualifications ("RFQ") was issued and a panel of firms (¿Panel¿) qualified to provide legal services for the County has been established. The firm Sokoloff Stern LLP has been added to the Panel. The County Attorney¿s Office reviewed the Panel of qualified firms and selected Sokoloff Stern LLP to represent Correction Officer Antonio Cuevas in the Rodriguez litigation based on their experience, expertise, and availability. Correction Officer Cuevas has agreed with the selection. Note, the County Attorney¿s Office is unable to represent Correction Officer Cuevas in the Rodriguez litigation because of a conflict and is therefore assigning this matter to outside counsel.
Procurement History: New contract. See method of procurement above.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: $165,000.00 contract max amount with $85,000.00 initial encumbrance.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 85,000.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	$ 85,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
	ATGEN1100/DE502	$ 85,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 85,000.00

E-76-18

RULES RESOLUTION NO. 96 – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY AND SOKOLOFF & STERN LLP

Passed by the Rules Committee
Nassau County Legislature
by Voice Vote on 6-25-18
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Sokoloff & Stern LLP to provide legal services for the County, 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 Sokoloff & Stern LLP.

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Sokoloff Stern LLP, with an office located at 179 Westbury Avenue, Carle Place, New York 11514 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, the County is involved in litigation known as *Jose Miguel Rodriguez v. County of Nassau, Nassau County Correctional Center, Their Agents, Employees, Contractors, and Medical Providers*, Index No. CV17-1776; and

WHEREAS, pursuant to Nassau County Charter Section 1101 and Nassau County Administrative Code Section 22-2.8, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on April 26, 2018 and shall terminate upon completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Correction Officer Antonio Cuevas in *Jose Miguel Rodriguez v. County of Nassau, Nassau County Correctional Center, Their Agents, Employees, Contractors, and Medical Providers*, Index No. CV17-1776 (the "Services"). When providing such Services, Counsel must comply with Nassau County's Litigation Management Guidelines, as may be amended (the "Guidelines"), provided under separate cover and incorporated by reference herein. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of One Hundred Sixty-five Thousand Dollars ($165,000.00) ("Maximum Amount"). Compensation for Counsel's Services shall be paid at an hourly rate according to the following fee schedule:

(i) Partner:	$225.00
(ii) Of Counsel:	$225.00
(iii) Associate:	$195.00
(iv) Paralegal:	$85.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(3) Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that the first encumbrance shall be Eighty-five Thousand Dollars ($85,000.00). Thereafter, the Department shall notify Counsel of the availability of monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (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 upon (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. Counsel shall submit its claim 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) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for investigators, trial preparation services, court reporting services, interpreters, and other legitimate expenses in accordance with the Guidelines. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements as specified in the Guidelines.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate

payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel 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 Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel 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. Counsel 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. Counsel 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, Counsel 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, Counsel agrees as follows:

(i) Counsel 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. Counsel 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 Counsel to inform the County of any material changes in the content of its certification of compliance, attached to

this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel 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 Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, Counsel shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with Counsel on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. Counsel shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, Counsel has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where Counsel employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. Counsel shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or

proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel'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 Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Connsel 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 Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel'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 Counsel 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. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel 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, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel 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 Counsel to maintain Workers' Compensation Insurance

shall render this contract void and of no effect. The failure of Counsel 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.

12. 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.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, 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 Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel'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 Counsel 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 Counsel 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 Counsel'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) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel 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 Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel 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 or such other standard accounting principles that are acceptable within the industry and, if Counsel 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.

15. 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, Counsel 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. Counsel 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 Counsel shall allege that the above-described actions and inactions preceded Counsel'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.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. 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.

18. 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 Counsel 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 Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. 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.

20. 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.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001, and as further amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars ($50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than $50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than $50,000. NIFA has advised

the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars ($50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars ($50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the Department:

(A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars ($50,000.00) prior to the Approval Date, Counsel shall provide written notice to the Department at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap.

(B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.

Upon receipt of such notice, the Department will review and advise Counsel of the Department's intended course of action, which, in appropriate cases as determined by the Department, may include seeking a waiver from NIFA.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

SOKOLOFF STERN LLP

By: _____

Name: Adam Kleinberg

Title: Partner

Date: 5/14/18

NASSAU COUNTY

By: _____

Name: Jared Kasschau

Title: County Attorney

Date: 5/15/18

NASSAU COUNTY

By: _____

Name: Helena Williams

Title: County Executive

☐ Deputy County Executive

Date: 8-16-18

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 14th day of May in the year 2018 before me personally came Adam I. Kleinberg 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 Partner of Sahn Ward Braff Koblenz PLLC, 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

NICOLE BIUSO
Notary Public, State of New York
Registration No. 01BI6266268
Qualified in Nassau County
Commission Expires 7/23/2020

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 16th day of May in the year 2018 before me personally came JARED A. KASSCHAU 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 Attorney, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2019

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 16 day of August in the year 2018 before me personally came Helena Williams to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

LAURA J VIGLIOTTI
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01VI6190782
COMM. EXP. 08/04/2018 2d
COMMISSIONED IN NASS COUNTY

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law

No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a

manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining

the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction

services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

Steven C. Stern (Name)

179 Westbury Avenue, Carle Place NY 11514 (Address)

(516) 334-4500 (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.

5/10/2018
Dated

Signature of Chief Executive Officer

Steven C. Stern
Name of Chief Executive Officer

Sworn to before me this

10th day of May 2018.

Notary Public

NICOLE BIUSO
Notary Public, State of New York
Registration No. 01BI6266266
Qualified in Nassau County
Commission Expires 7/23/20

NASSAU COUNTY LEGISLATURE

13th TERM MEETING AGENDA

HEALTH AND SOCIAL SERVICES COMMITTEE

MARCH 9, 2020 1:00 PM

Rose Marie Walker – Chairwoman
James Kennedy – Vice Chairman
Laura Schaefer
C. William Gaylor III
Delia DeRiggi-Whitton – Ranking
Arnold Drucker
Joshua Lafazan

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
58-20	**OMB**	**H, F, R**	**ORDINANCE NO. – 2020** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 58-20(OMB)
59-20	**OMB**	**H, F, R**	**ORDINANCE NO. – 2020** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 59-20(OMB)
60-20	**OMB**	**H, F, R**	**ORDINANCE NO. – 2020** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 60-20(OMB)
70-20	**OMB**	**H, F, R**	**ORDINANCE NO. – 2020** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HUMAN SERVICES. 70-20(OMB)
71-20	**OMB**	**H, F, R**	**ORDINANCE NO. – 2020** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 71-20(OMB)

NASSAU COUNTY LEGISLATURE

13th TERM MEETING AGENDA

MINORITY AFFAIRS COMMITTEE

MARCH 9, 2020 1:00 PM

Steve Rhoads – Chairman
Rose Marie Walker – Vice Chairwoman
James Kennedy
Denise Ford
Carrié Solages – Ranking
Kevan Abrahams
Debra Mulé

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

13th TERM MEETING AGENDA

PLANNING, DEVELOPMENT AND THE ENVIRONMENT COMMITTEE

MARCH 9, 2020 1:00 PM

Laura Schaefer - Chairwoman
Tom McKevitt - Vice Chairman
Steven Rhoads
Denise Ford
Arnold Drucker – Ranking
Siela Bynoe
Carrié Solages

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
66-20	**PW**	**PL, F, R**	**ORDINANCE NO. – 2020** AN ORDINANCE MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO ACCEPT, ON BEHALF OF THE COUNTY OF NASSAU, AN OFFER OF PURCHASE FROM NASSAU COUNTY LAND BANK CORPORATION OF CERTAIN PREMISES LOCATED IN WOODBURY, COUNTY OF NASSAU, STATE OF NEW YORK, AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A DEED, CONTRACT OF SALE, AND ALL PERTINENT DOCUMENTS IN CONNECTION THEREWITH TO CONSUMMATE THE SALE. 66-20(PW)

NASSAU COUNTY LEGISLATURE

13th TERM MEETING AGENDA

PUBLIC SAFETY COMMITTEE

MARCH 9, 2020 1:00 PM

Denise Ford - Chairwoman
Steve Rhoads - Vice Chairman
Vincent Muscarella
John Ferretti
Delia DeRiggi-Whitton - Ranking
Siela Bynoe
Debra Mulé

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
55-20	**OMB**	**PS, F, R**	**ORDINANCE NO. – 2020** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 55-20(OMB)
63-20	**CE**	**PS, R**	**RESOLUTION NO. -2020** A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF JEANINE DIEHL TO THE POSITION OF EXECUTIVE DIRECTOR OF THE OFFICE OF CRIME VICTIM ADVOCATE. 63-20(CE)
64-20	**CE**	**PS, R**	**RESOLUTION NO. -2020** A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF JAMES E. DZURENDA TO THE POSITION OF SHERIFF OF NASSAU COUNTY. 64-20(CE)

NASSAU COUNTY LEGISLATURE

13th TERM MEETING AGENDA

PUBLIC WORKS AND PARKS COMMITTEE

MARCH 9, 2020 1:00 PM

Vincent Muscarella – Chairman
C. William Gaylor III – Vice Chairman
Laura Schaefer
James Kennedy
Siela Bynoe – Ranking
Arnold Drucker
Carrié Solages

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

13th TERM MEETING AGENDA

RULES COMMITTEE

MARCH 9, 2020 1:00 PM

Richard Nicolello – Chairman
Howard Kopel – Vice Chairman
Steve Rhoads
Laura Schaefer
Kevan Abrahams – Ranking
Delia DeRiggi-Whitton
Siela Bynoe

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
40-20	**PK**	**F, R**	**RESOLUTION NO.-2020** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE ART GUILD OF PORT WASHINGTON, INC. 40-20(PK)
41-20	**PK**	**F, R**	**RESOLUTION NO.-2020** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE OYSTER BAY HISTORICAL SOCIETY. 41-20(PK)
55-20	**OMB**	**PS, F, R**	**ORDINANCE NO. – 2020** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 55-20(OMB)
56-20	**OMB**	**F, R**	**RESOLUTION NO. -2020** A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2020. 56-20(OMB)
58-20	**OMB**	**H, F, R**	**ORDINANCE NO. – 2020** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 58-20(OMB)
59-20	**OMB**	**H, F, R**	**ORDINANCE NO. – 2020** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 59-20(OMB)
60-20	**OMB**	**H, F, R**	**ORDINANCE NO. – 2020** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 60-20(OMB)
61-20	**AT**	**F, R**	**RESOLUTION NO. – 2020** A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED WILLIAM T. JOIE V. THE COUNTY OF NASSAU, ET AL., DOCKET NO. 17-CV-1411, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 61-20(AT)

Clerk Item No.	Proposed By	Assigned To	Summary
62-20	**AT**	**F, R**	**RESOLUTION NO. – 2020** A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED ADELMARIE DEDIEGO V. THE COUNTY OF NASSAU, NASSAU COUNTY POLICE DEPARTMENT, P.O. CHRISTINA HARRIGAN, INDEX NO. 605768/2017, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 62-20(AT)
63-20	**CE**	**PS, R**	**RESOLUTION NO. -2020** A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF JEANINE DIEHL TO THE POSITION OF EXECUTIVE DIRECTOR OF THE OFFICE OF CRIME VICTIM ADVOCATE. 63-20(CE)
64-20	**CE**	**PS, R**	**RESOLUTION NO. -2020** A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF JAMES E. DZURENDA TO THE POSITION OF SHERIFF OF NASSAU COUNTY. 64-20(CE)
65-20	**LE**	**F, R**	**RESOLUTION NO. -2020** A RESOLUTION AUTHORIZING THE TREASURER TO FURNISH THE CLERK OF THE LEGISLATURE WITH A PETTY CASH FUND IN THE AMOUNT OF FIVE HUNDRED DOLLARS. 65-20(LE)
66-20	**PW**	**PL, F, R**	**ORDINANCE NO. -2020** AN ORDINANCE MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO ACCEPT, ON BEHALF OF THE COUNTY OF NASSAU, AN OFFER OF PURCHASE FROM NASSAU COUNTY LAND BANK CORPORATION OF CERTAIN PREMISES LOCATED IN WOODBURY, COUNTY OF NASSAU, STATE OF NEW YORK, AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A DEED, CONTRACT OF SALE, AND ALL PERTINENT DOCUMENTS IN CONNECTION THEREWITH TO CONSUMMATE THE SALE. 66-20(PW)

Clerk Item No.	Proposed By	Assigned To	Summary
68-20	**OMB**	**F, R**	**ORDINANCE NO. – 2020** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT. 68-20(OMB)
70-20	**OMB**	**H, F, R**	**ORDINANCE NO. – 2020** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HUMAN SERVICES. 70-20(OMB)
71-20	**OMB**	**H, F, R**	**ORDINANCE NO. – 2020** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 71-20(OMB)
A-6-20	**PR**	**R**	**RESOLUTION NO. -2020** A RESOLUTION AUTHORIZING THE COMMISIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND COMMERCIAL CLEARWATER CO., INC. A-6-20
A-7-20	**PR**	**R**	**RESOLUTION NO. -2020** A RESOLUTION AUTHORIZING THE COMMISIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY OFFICE OF EMERGENCY MANAGEMENT, AND LDV, INC. A-7-20
A-10-20	**PR**	**R**	**RESOLUTION NO. -2020** A RESOLUTION AUTHORIZING THE COMMISIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND MOTOROLA SOLUTIONS, INC. A-10-20
B-7-20	**PW**	**R**	**RESOLUTION NO. -2020** 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 SEAFORD AVENUE CORP. B-7-20

Clerk Item No.	Proposed By	Assigned To	Summary
B-10-20	**PW**	**R**	**RESOLUTION NO. 2020** 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 HINCK ELECTRICAL CONTRACTORS, INC. B-10-20
E-33-20	**PW**	**R**	**RESOLUTION NO. -2020** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND LIRO PROGRAM AND CONSTRUCTION MANAGEMENT, PE P.C. E-33-20
E-34-20	**TV**	**R**	**RESOLUTION NO. -2020** 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 TRAFFIC AND PARKING VIOLATIONS AGENCY, AND TOP KEY COURT REPORTING, INC. E-34-20
E-35-20	**SS**	**R**	**RESOLUTION NO. -2020** 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 SOCIAL SERVICES, AND BERKSHIRE FARM CENTER & SERVICES FOR YOUTH (“BERKSHIRE”). E-35-20
E-36-20	**HE**	**R**	**RESOLUTION NO. -2020** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY HEALTH DEPARTMENT, AND JAMES MCGUINNESS & ASSOCIATES, INC.(“MCGUINNESS”). E-36-20

Clerk Item No.	Proposed By	Assigned To	Summary
E-38-20	**PK**	**R**	**RESOLUTION NO. -2020** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND DISCOVER LONG ISLAND, INC., FORMERLY KNOWN AS THE LONG ISLAND CONVENTION AND VISITORS BUREAU, INC. E-38-20
E-39-20	**DA**	**R**	**RESOLUTION NO. -2020** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE DISTRICT ATTORNEY, AND THE SAFE CENTER, LI, INC. ("SAFE CENTER"). E-39-20
E-40-20	**AT**	**R**	**RESOLUTION NO. -2020** 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 ATTORNEY AND JAMES W. LYTLE OF MANATT, PHELPS & PHILLIPS, LLP. E-40-20
E-41-20	**AT**	**R**	**RESOLUTION NO. -2020** 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 ATTORNEY AND ROBERT J. BISHOP. E-41-20
E-42-20	**ME**	**R**	**RESOLUTION NO. -2020** 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 MEDICAL EXAMINER, AND DR. PETER FARMER. E-42-20

Clerk Item No.	Proposed By	Assigned To	Summary
E-43-20	**TV**	**R**	**RESOLUTION NO. -2020** 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 TRAFFIC AND PARKING VIOLATIONS AGENCY ("TPVA"), AND QUEST COMPUTER PRODUCTS, INC. ("QUEST"). E-43-20
E-44-20	**PD**	**R**	**RESOLUTION NO. -2020** 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 POLICE DEPARTMENT, AND CRIME VICTIMS CENTER, INC. (D/B/A PARENTS FOR MEGAN'S LAW). E-44-20
E-45-20	**HS**	**R**	**RESOLUTION NO. -2020** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF HUMAN SERVICES, AND CORNELL COOPERATIVE EXTENSION OF NASSAU COUNTY, INC. E-45-20
E-46-20	**AT**	**R**	**RESOLUTION NO. -2020** 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 ATTORNEY'S OFFICE, AND GOLDBERG SEGALLA, LLP. E-46-20
E-47-20	**AT**	**R**	**RESOLUTION NO. -2020** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND GOLDBERG SEGALLA, LLP. E-47-20

Clerk Item No.	Proposed By	Assigned To	Summary
E-48-20	**PW**	**R**	**RESOLUTION NO. -2020** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND N & P ENGINEERS & LAND SURVEYORS, PLLC D/B/A NELSON & POPE ENGINEERS & SURVEYORS. E-48-20
E-49-20	**AT**	**R**	**RESOLUTION NO. -2020** 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 ATTORNEY, AND SOKOLOFF STERN LLP. E-49-20
U-3-20	**HS**	**R**	**RESOLUTION NO. -2020** 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 HUMAN SERVICES, OFFICE FOR THE AGING, AND LONG ISLAND MARRIOTT HOTEL ("MARRIOTT "). U-3-20
			THE FOLLOWING ITEMS MAY BE UNTABLED
B-3-20	**PW**	**R**	**RESOLUTION NO. 2020** 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 WELSBACH ELECTRIC CORP. OF L.I. B-3-20

NASSAU COUNTY LEGISLATURE

13th TERM MEETING AGENDA

TOWNS, VILLAGES & CITIES COMMITTEE

MARCH 9, 2020 1:00 PM

C. William Gaylor III– Chairman
Laura Schaefer – Vice Chairwoman
James Kennedy
Vincent Muscarella
Joshua Lafazan – Ranking
Ellen Birnbaum
Delia DeRiggi-Whitton

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

13TH TERM MEETING AGENDA

VETERANS AND SENIOR AFFAIRS COMMITTEE

MARCH 9, 2020 1:00 PM

John Ferretti – Chairman
C. William Gaylor III– Vice Chairman
Rose Marie Walker
Steve Rhoads
Debra Mulé - Ranking
Delia DeRiggi-Whitton
Ellen Birnbaum

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

PUBLIC NOTICE

PLEASE TAKE NOTICE THAT THE **NASSAU COUNTY LEGISLATURE** WILL HOLD **COMMITTEE MEETINGS OF THE LEGISLATURE** ON **MONDAY, MARCH 9, 2020 STARTING AT 1:00 PM AND WILL HOLD A FULL SESSION OF THE LEGISLATURE ON MONDAY, MARCH 23, 2020 STARTING AT 1:00 PM FOR PRESENTATIONS AND POINTS OF PERSONAL PRIVILEGE, FOLLOWED BY PUBLIC COMMENT, AND AT 2:00 PM FOR THE LEGISLATIVE CALENDAR** IN THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER, 1st FLOOR, THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING, 1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501.

FULL LEGISLATIVE SESSION…….1:00 PM

PRESENTATIONS AND POINTS OF PERSONAL PRIVILEGE, FOLLOWED BY PUBLIC COMMENT	**1:00PM**
LEGISLATIVE CALENDAR	**2:00PM**

***

COMMITTEE	TIME
RULES	**1:00PM**
PUBLIC SAFETY	**1:00PM**
PLANNING, DEVELOPMENT & THE ENVIRONMENT	**1:00PM**
TOWNS, VILLAGES AND CITIES	**1:00PM**
ECONOMIC AND COMMUNITY DEVELOPMENT, LABOR AND TRANSPORTATION COMMITTEE	**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: March 2, 2020
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.

NASSAU COUNTY LEGISLATURE

13th TERM MEETING AGENDA

ECONOMIC AND COMMUNITY DEVELOPMENT, LABOR AND TRANSPORTATION COMMITTEE

MARCH 9, 2020 1:00 PM

Tom McKevitt – Chairman
John Ferretti – Vice Chairman
Steve Rhoads
Denise Ford
Siela Bynoe – Ranking
Ellen Birnbaum
Debra Mulé

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

13th TERM MEETING AGENDA

FINANCE COMMITTEE

MARCH 9, 2020 1:00 PM

Howard Kopel - Chairman
Vincent Muscarella – Vice Chairman
Tom McKevitt
Rose Marie Walker
Ellen Birnbaum – Ranking
Arnold Drucker
Joshua Lafazan

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
40-20	**PK**	**F, R**	**RESOLUTION NO.-2020** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE ART GUILD OF PORT WASHINGTON, INC. 40-20(PK)
41-20	**PK**	**F, R**	**RESOLUTION NO.-2020** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE OYSTER BAY HISTORICAL SOCIETY. 41-20(PK)
55-20	**OMB**	**PS, F, R**	**ORDINANCE NO. – 2020** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 55-20(OMB)
56-20	**OMB**	**F, R**	**RESOLUTION NO. -2020** A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2020. 56-20(OMB)
58-20	**OMB**	**H, F, R**	**ORDINANCE NO. – 2020** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 58-20(OMB)
59-20	**OMB**	**H, F, R**	**ORDINANCE NO. – 2020** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 59-20(OMB)
60-20	**OMB**	**H, F, R**	**ORDINANCE NO. – 2020** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 60-20(OMB)
61-20	**AT**	**F, R**	**RESOLUTION NO. – 2020** A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED WILLIAM T. JOIE V. THE COUNTY OF NASSAU, ET AL., DOCKE5T NO. 17-CV-1411, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 61-20(AT)

Clerk Item No.	Proposed By	Assigned To	Summary
62-20	**AT**	**F, R**	**RESOLUTION NO. – 2020** A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED ADELMARIE DEDIEGO V. THE COUNTY OF NASSAU, NASSAU COUNTY POLICE DEPARTMENT, P.O. CHRISTINA HARRIGAN, INDEX NO. 605768/2017, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 62-20(AT)
65-20	**LE**	**F, R**	**RESOLUTION NO. -2020** A RESOLUTION AUTHORIZING THE TREASURER TO FURNISH THE CLERK OF THE LEGISLATURE WITH A PETTY CASH FUND IN THE AMOUNT OF FIVE HUNDRED DOLLARS. 65-20(LE)
66-20	**PW**	**PL, F, R**	**ORDINANCE NO. -2020** AN ORDINANCE MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO ACCEPT, ON BEHALF OF THE COUNTY OF NASSAU, AN OFFER OF PURCHASE FROM NASSAU COUNTY LAND BANK CORPORATION OF CERTAIN PREMISES LOCATED IN WOODBURY, COUNTY OF NASSAU, STATE OF NEW YORK, AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A DEED, CONTRACT OF SALE, AND ALL PERTINENT DOCUMENTS IN CONNECTION THEREWITH TO CONSUMMATE THE SALE. 66-20(PW)
68-20	**OMB**	**F, R**	**ORDINANCE NO. – 2020** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT. 68-20(OMB**)**
70-20	**OMB**	**H, F, R**	**ORDINANCE NO. – 2020** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HUMAN SERVICES. 70-20(OMB)
71-20	**OMB**	**H, F, R**	**ORDINANCE NO. – 2020** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 71-20(OMB)

NASSAU COUNTY LEGISLATURE

13th TERM MEETING AGENDA

GOVERNMENT SERVICES & OPERATIONS COMMITTEE

MARCH 9, 2020 1:00 PM

James Kennedy - Chairman
Denise Ford – Vice Chairwoman
Tom McKevitt
John Ferretti
Arnold Drucker– Ranking
Joshua Lafazan
Carrié Solages

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

13th TERM MEETING AGENDA

FINANCE COMMITTEE ADDENDUM

MARCH 9, 2020 1:00 PM

Howard Kopel - Chairman
Vincent Muscarella – Vice Chairman
Tom McKevitt
Rose Marie Walker
Ellen Birnbaum – Ranking
Arnold Drucker
Joshua Lafazan

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
72-20	**OMB**	**PS, F, R**	**ORDINANCE NO. – 2020** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE TRAFFIC SAFETY BOARD. 72-20(OMB)
73-20	**OMB**	**PS, F, R**	**ORDINANCE NO. – 2020** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE TRAFFIC SAFETY BOARD. 73-20(OMB)
74-20	**OMB**	**PS, F, R**	**ORDINANCE NO. – 2020** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE TRAFFIC SAFETY BOARD. 74-20(OMB)
75-20	**OMB**	**F, R**	**RESOLUTION NO. -2020** A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2020. 75-20(OMB)

NASSAU COUNTY LEGISLATURE

13th TERM MEETING AGENDA

PUBLIC SAFETY COMMITTEE ADDENDUM

MARCH 9, 2020 1:00 PM

Denise Ford - Chairwoman
Steve Rhoads - Vice Chairman
Vincent Muscarella
John Ferretti
Delia DeRiggi-Whitton - Ranking
Siela Bynoe
Debra Mulé

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
72-20	**OMB**	**PS, F, R**	**ORDINANCE NO. – 2020** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE TRAFFIC SAFETY BOARD. 72-20(OMB)
73-20	**OMB**	**PS, F, R**	**ORDINANCE NO. – 2020** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE TRAFFIC SAFETY BOARD. 73-20(OMB)
74-20	**OMB**	**PS, F, R**	**ORDINANCE NO. – 2020** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE TRAFFIC SAFETY BOARD. 74-20(OMB)
76-20	**LE**	**PS, R**	**PROPOSED LOCAL LAW NO. – 2020** A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE TO ESTABLISH A PLAIN CLOTHES POLICE PROTECTION PROGRAM FOR HOUSES OF WORSHIP, SCHOOLS, AND OTHER FACILITIES AS DESIGNATED BY THE COMMISSIONER OF POLICE. 76-20(LE)

NASSAU COUNTY LEGISLATURE

13th TERM MEETING AGENDA

RULES COMMITTEE

ADDENDUM

MARCH 9, 2020 1:00 PM

Richard Nicolello – Chairman
Howard Kopel – Vice Chairman
Steve Rhoads
Laura Schaefer
Kevan Abrahams – Ranking
Delia DeRiggi-Whitton
Siela Bynoe

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
21-20	**LE**	**R**	**PROPOSED LOCAL LAW NO. – 2020** A LOCAL LAW TO AMEND TITLE A OF CHAPTER VI OF THE NASSAU COUNTY ADMINISTRATIVE CODE, IN RELATION TO NEW YORK STATE REAL PROPERTY TAX LAW §485-U. 21-20(LE)
72-20	**OMB**	**PS, F, R**	**ORDINANCE NO. – 2020** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE TRAFFIC SAFETY BOARD. 72-20(OMB)
73-20	**OMB**	**PS, F, R**	**ORDINANCE NO. – 2020** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE TRAFFIC SAFETY BOARD. 73-20(OMB)
74-20	**OMB**	**PS, F, R**	**ORDINANCE NO. – 2020** AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE TRAFFIC SAFETY BOARD. 74-20(OMB)
75-20	**OMB**	**F, R**	**RESOLUTION NO. -2020** A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2020. 75-20(OMB)
76-20	**LE**	**PS, R**	**PROPOSED LOCAL LAW NO. – 2020** A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE TO ESTABLISH A PLAIN CLOTHES POLICE PROTECTION PROGRAM FOR HOUSES OF WORSHIP, SCHOOLS, AND OTHER FACILITIES AS DESIGNATED BY THE COMMISSIONER OF POLICE. 76-20(LE)
B-5-20	**PW**	**R**	**RESOLUTION NO. -2020** 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 E & A RESTORATION, INC. B-5-20

E-33-20

NIFS ID:CFPW19000041 Department: Public Works

Capital: X

SERVICE: CM Svces-GCWWTP Sludge Dewatering Imp-S35114-06M

Contract ID #:CFPW19000041 NIFS Entry Date: 20-NOV-19 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: **LiRo Program & Construction Management, PE P.C.**	Vendor ID#: [redacted]
Address: 3 Aerial Way Syosset, NY 11791	Contact Person: [redacted]
	Phone: [redacted]

Department:
Contact Name: Karen A. Fay, P.E.
Address: NCDPW 3340 Merrick Road Building R, 3rd Floor Wantagh, NY 11793
Phone: (516)571-7534

Routing Slip

Department	**NIFS Entry: X**	**03-DEC-19 -- LDIONISIO**
Department	**NIFS Approval: X**	**03-DEC-19 -- RDALLEVA**
DPW	**Capital Fund Approved: X**	**03-DEC-19 -- RDALLEVA**
OMB	**NIFA Approval: X**	**18-DEC-19 -- CNOLAN**
OMB	**NIFS Approval: X**	**03-DEC-19 -- NGUMIENIAK**
County Atty.	**Insurance Verification: X**	**03-DEC-19 -- DMCDERMOTT**
County Atty.	**Approval to Form: X**	**03-DEC-19 -- DMCDERMOTT**

CPO	**Approval: X**	**30-DEC-19 -- KOHAGENCE**
DCEC	**Approval: X**	**31-DEC-19 -- JCHIARA**
Dep. CE	**Approval: X**	**31-DEC-19 -- BSCHNEIDER**
Leg. Affairs	**Approval/Review: X**	**20-FEB-20 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: GCWWTP Sludge Dewatering Imp-CM Svces are required for the mentioned project S35114-06M Glen Cove Wastewater Treatment Plant Sludge Dewatering Facility Improvements. The CM is required to provide administration of the project and shall administer all of the construction contracts on the County's behalf. The term of services shall commence upon the date that is outlined in a written notice from the Department to the Contractor authorizing the Contractor to commence with the performance of the Services and shall terminate Twenty Six (26) months from the Commencement Date.
Method of Procurement: The contract was entered into after a written request for proposals was issued on 7/28/2017. Potential proposers were made aware of the availability of the RFPby advertisement in Newsday, eProcure, NYS Contract Reporter, posting on industry websites, via email to interested parties and by publication on the County procurement website. Six (6) proposals were received and evaluated. The evaluation committee consisted of Ken Arnold, Joe Davenport, Tom Immerso, and Ed Visone. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.
Procurement History: The contract was entered into after a written request for proposals was issued on 7/28/2017. Potential proposers were made aware of the availability of the RFPby advertisement in Newsday, eProcure, NYS Contract Reporter, posting on industry websites, via email to interested parties and by publication on the County procurement website. Six (6) proposals were received and evaluated. The evaluation committee consisted of Ken Arnold, Joe Davenport, Tom Immerso, and Ed Visone. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.
Description of General Provisions: Major components of the project include the provision of two (2) new belt filter presses, three (3) new sludge feed pumps, and modifications to the sludge cake conveyor and truck loading system, along with requisite HVAC, electrical and mechanical improvements.
Impact on Funding / Price Analysis: The funding for these professional services is available under Capital Project 35114. Technical & Cost Proposals were received from six (6) firms on August 21, 2017. The Technical Proposals were evaluated by professionals from within the Department of Public Works. Firm's services under this Agreement, including any Extra Services that may so be authorized, shall not exceed One Million, Two Hundred Ninety-Eight Thousand, Eight Hundred Seventeen Dollars and Zero Cents ($1,298,817.00) (The "Maximum Amount"). Projected MWBE contract percentage: 12.7%.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approved as Submitted

Advisement Information

BUDGET CODES	FUNDING	AMOUNT	

Fund:	PWCSW
Control:	**35**
Resp:	**114**
Object:	**00003**
Transaction:	**CF**
Project #:	**35114**
Detail:	**006**

RENEWAL	
% Increase	
% Decrease	

SOURCE	
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 1,298,817.00
Other	$ 0.00
TOTAL	**$ 1,298,817.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCSWCSW/3511 4/006/00003	$ 1,298,817.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 1,298,817.00

E-38-20

NIFS ID:CLPK19000013 Department: Parks

Capital:

SERVICE: Promotion & Tourism

Contract ID #:CQPK15000003 NIFS Entry Date: 07-NOV-19 Term: from 01-JAN-20 to 31-DEC-20

Amendment
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Discover Long Island, Inc.**	Vendor ID#: [redacted]
Address: 330 Motor Parkway Suite 203 Hauppauge, NY 11788	Contact [redacted]
	Phone: [redacted]

Department:
Contact Name: Eileen Krieb
Address: Administration Bldg. Eisenhower Park E. Meadow, NY 11554
Phone: 516-572-0272

Routing Slip

Department	**NIFS Entry: X**	**12-NOV-19 -- PABUFFOLINO**
Department	**NIFS Approval: X**	**12-NOV-19 -- LBARKER**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**12-NOV-19 -- IQURESHI**
OMB	**NIFS Approval: X**	**12-NOV-19 -- SJACOB**
County Atty.	**Insurance Verification: X**	**12-NOV-19 -- AAMATO**
County Atty.	**Approval to Form: X**	**12-NOV-19 -- DMCDERMOTT**

CPO	**Approval: X**	**08-JAN-20 -- KOHAGENCE**
DCEC	**Approval: X**	**08-JAN-20 -- JCHIARA**
Dep. CE	**Approval: X**	**09-JAN-20 -- BSCHNEIDER**
Leg. Affairs	**Approval/Review: X**	**28-FEB-20 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: This is an amendment to extend the term for an additional year to 12/31/20. This is an agreement with Discover Long Island to stimulate economic growth through fostering tourism and activities across Long Island. Discover Long Island markets, develops and administers programs and strategies designed to encourage tourism, business and sporting events in Nassau County
Method of Procurement: RFP was issued 8/21/14 through posting's on the County Website and Newsday. There was one proposal received and reviewed
Procurement History: RFP Issued 8/21/14; Original contact-CQPK15000003, Amendment 1-CLPK18000001
Description of General Provisions: Amended Term only for year 2020 Discover Long Island, formerly known as Long Island Convention and Visitors Bureau, Inc. markets, develops and administers programs and sales strategies designed to encourage, attract, solicit and promote meetings, convention business, tourism and sporting events with Nassau County
Impact on Funding / Price Analysis: same terms as previous amendment Max amount $800,000
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	**PK**
Resp:	**3110**
Object:	**DE500**
Transaction:	**109**
Project #:	
Detail:	

RENEWAL	
%	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 800,000.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 800,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	PKGEN3110DE500	$ 800,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 800,000.00

Increase			
% Decrease			

E-39-20

NIFS ID:CQDA19000004 Department: District Attorney

Capital:

SERVICE: 24 Hour Hotline/Police Partnership Project

Contract ID #:cqda19000004 NIFS Entry Date: 13-DEC-19 Term: from 01-JAN-20 to 31-DEC-20

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: **The Safe Center LI, Inc.**	Vendor ID#: [redacted]
Address: 15 Grumman Road West Suite 1000 Bethpage, NY 11714	Contact Person: [redacted]
	Phone: [redacted]

Department:
Contact Name: Robert McManus, Director of Office Services
Address: Nassau County District Attorney's Office 262 Old Country Road Mineola, NY 11501
Phone: 516-571-3354

Routing Slip

Department	**NIFS Entry: X**	**13-DEC-19 -- TNIEDFELD**
Department	**NIFS Approval: X**	**13-DEC-19 -- RMCMANUS**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**18-DEC-19 -- CNOLAN**
OMB	**NIFS Approval: X**	**16-DEC-19 -- JNOGID**
County Atty.	**Insurance Verification: X**	**16-DEC-19 -- AAMATO**
County Atty.	**Approval to Form: X**	**16-DEC-19 -- MMISRA**
CPO	**Approval: X**	**06-JAN-20 -- KOHAGENCE**

DCEC	**Approval: X**	**06-JAN-20 -- JCHIARA**
Dep. CE	**Approval: X**	**28-JAN-20 -- HWILLIAMS**
Leg. Affairs	**Approval/Review: X**	**28-FEB-20 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: The Safe Center LI, Inc. provides a 24 hour hotline for victims of sexual assault and domestic violence. They have a unique experience dealing with victims of sexual assault and domestic violence. This contract is a one year agreement with a term from 1/1/20 to 12/31/20
Method of Procurement: The contractor is a sole source provider who has unique experience and expertise in dealing with victims of sex abuse and domestic violence and possesses resources, staff and facilities that no other agency on Long Island can duplicate.
Procurement History: The contractor is a sole source provider who has unique experience and expertise in dealing with victims of sex abuse and domestic violence and possesses resources, staff and facilities that no other agency on Long Island can duplicate.
Description of General Provisions: This Agreement is to provide a 24 hour hotline for victims of domestic violence, rape, and sexual assault for the period 1/1/20 to 12/31/20. The maximum amount of the agreement is $90,000.00.
Impact on Funding / Price Analysis: None, project is funded through forfeiture funds.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	**DA89**
Resp:	**1B**
Object:	**DE**
Transaction:	**CQ**
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 90,000.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 90,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
01	DAGRT891BOTH/DE500	$ 90,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 90,000.00

E-40-20

NIFS ID:CLAT20000004 Department: County Attorney

Capital:

SERVICE: Lobbying Services

Contract ID #:CQAT18000002 NIFS Entry Date: Term: from 01-MAR-18 to 28-FEB-21

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

Vendor Info:	
Name: **James W. Lytle of Manatt, Phelps & Phillips LLP**	Vendor ID#: [redacted]
Address: 136 State Street Albany, NY 12207	Contact Person: [redacted]
	Phone: [redacted]

Department:
Contact Name: Mary Nori
Address: 1 West Street Mineola, NY 11501
Phone: 516-571-6083

Routing Slip

Department	**NIFS Entry: X**	**11-FEB-20 -- MREYNOLDSAT**
Department	**NIFS Approval: X**	**11-FEB-20 -- SBERMAN**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**18-FEB-20 -- IQURESHI**
OMB	**NIFS Approval: X**	**11-FEB-20 -- JNOGID**
County Atty.	**Insurance Verification: X**	**11-FEB-20 -- AAMATO**
County Atty.	**Approval to Form: X**	**14-FEB-20 -- JDELLE**
CPO	**Approval: X**	**28-FEB-20 -- RCLEARY**

DCEC	**Approval: X**	**28-FEB-20 -- JCHIARA**
Dep. CE	**Approval: X**	**28-FEB-20 -- HWILLIAMS**
Leg. Affairs	**Approval/Review: X**	**28-FEB-20 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: Amendment to an existing contract to provide lobbying services with the Executive and Legislative branches of the NYS Government.
Method of Procurement: Contract amendment. Please see procurement history below
Procurement History: Streamlined RFP. The County solicited proposals from three lobbying firms, and two responses were received. This vendor was the lowest responsible bidder.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: +$49,500 maximum increased to $148,500.00
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES	
Fund:	ATGEN1100
Control:	
Resp:	
Object:	**DE500**
Transaction:	
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 49,500.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 49,500.00**

LINE	INDEX/OBJECT CODE	AMOUNT
3	ATGEN1100/DE500	$ 49,500.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 49,500.00

E-41-20

NIFS ID:CLAT20000003 Department: County Attorney

Capital:

SERVICE: Extension of agreement

Contract ID #:CQAT18000001 NIFS Entry Date: 28-JAN-20 Term: from 01-MAR-18 to 28-FEB-21

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

Vendor Info:	
Name: **Robert J. Bishop**	Vendor ID#: [redacted]
Address: 111 Washington Avenue Albany, NY 12210	Contact Person: [redacted] [redacted]
	Phone: [redacted]

Department:
Contact Name: Mary Nori
Address: 1 West St. Mineola, NY 11501
Phone: 516-571-6083

2020 MAR -4 P 3:54

Routing Slip

Department	**NIFS Entry: X**	**11-FEB-20 -- MREYNOLDSAT**
Department	**NIFS Approval: X**	**11-FEB-20 -- SBERMAN**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**18-FEB-20 -- IQURESHI**
OMB	**NIFS Approval: X**	**11-FEB-20 -- JNOGID**
County Atty.	**Insurance Verification: X**	**11-FEB-20 -- AAMATO**
County Atty.	**Approval to Form: X**	**14-FEB-20 -- JDELLE**
CPO	**Approval: X**	**28-FEB-20 -- RCLEARY**
DCEC	**Approval: X**	**28-FEB-20 -- JCHIARA**

Dep. CE	**Approval: X**	**28-FEB-20 -- HWILLIAMS**
Leg. Affairs	**Approval/Review: X**	**28-FEB-20 -- GCASTILLO**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: Extending existing contract by one year. Lobbying on behalf of the County before New York State Executive and Legislative branches of government related to matters contained in Nassau County's multi-year financial plan. Please see statement of experience and professional qualifications attached to Business History form.
Method of Procurement: Based upon prior proposals that were solicited under a prior contract with the County, it was determined that the type of services Bishop could provide to the municipality, the special skill set in lobbying on behalf of a municipality, the same rates as the prior year, and the ability of Bishop to continue to provide lobbing services to the County while other lobbying firms were determined to be conflicted out of lobbying on behalf of the County, it was determined to continue the lobbying contract with Bishop.
Procurement History: Mr. Bishop has been providing lobbying services to Nassau County for the past several years under previous contracts.
Description of General Provisions: As described above
Impact on Funding / Price Analysis: Additional $60,000 - total of $180,000
Change in Contract from Prior Procurement: +$60,000
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES	
Fund:	ATGEN1100
Control:	
Resp:	**1100**
Object:	**DE500**
Transaction:	
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 60,000.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 60,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
3	ATGEN1100/DE500	$ 60,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 60,000.00

E-42-20

NIFS ID:CLME20000001 Department: Medical Examiner

Capital:

SERVICE: Forensic Neuropathology

Contract ID #:CQME14000001 NIFS Entry Date: 14-JAN-20 Term: from 16-JUN-18 to 16-JUN-19

Amendment
Time Extension: X
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Peter M. Farmer**	Vendor ID#: [redacted]
Address: 2531 5th Street East Meadow NY 11554	Contact Person: [redacted]
	Phone: [redacted]

Department:
Contact Name: Keith Cromwell
Address: 2251 Hempstead TPK East Meadow NY 11554 Building R
Phone: 516-572-5152

2020 MAR -9 P 3:51

Routing Slip

Department	**NIFS Entry: X**	**24-FEB-20 -- KCROMWELL**
Department	**NIFS Approval: X**	**24-FEB-20 -- KCROMWELL**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**27-FEB-20 -- APERSICH**
OMB	**NIFS Approval: X**	**24-FEB-20 -- SJACOB**
County Atty.	**Insurance Verification: X**	**24-FEB-20 -- AAMATO**
County Atty.	**Approval to Form: X**	**24-FEB-20 -- DMCDERMOTT**
CPO	**Approval: X**	**28-FEB-20 -- RCLEARY**

DCEC	**Approval: X**	**28-FEB-20 -- JCHIARA**
Dep. CE	**Approval: X**	**28-FEB-20 -- TFOX**
Leg. Affairs	**Approval/Review: X**	**02-MAR-20 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: to provide forensic Neuropathology service to the Medical Examiners Office. Including examining brains and spinal cords following autopsy to evaluate any disease or injury present as it relates to cause and manner of death. Contractor consults with Medical Examiner, participate in conference and testifies in criminal and civil matters for the County. The mission of the Medical Examiner is to investigate the sudden, unexpected, suspicious, or unusual death of any person who dies in Nassau County. The forensic Neuropathologist role and contribution are an important factor in determining cause and manner of death.
Method of Procurement: Renewal amendment #4 pursuant to option to renew in the original agreement.
Procurement History: To the medical examiners knowledge he is the only board certified forensic neuropathologist in Nassau county who is willing to perform this function.
Description of General Provisions: The original contract amount was $35,000 at $90 per hour. Dr., Farmer performs approximately 200 examinations per year. This amendment renews for an additional year.
Impact on Funding / Price Analysis: Cost for this term is $35,000.00 $90 per hour anticipating 388 hours over the course of the year. New maximum amount is $175,000.00.
Change in Contract from Prior Procurement: Maximum amount increased from $140,000.00 to $175,000.00.
Recommendation: (approve as submitted) Approved as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	**10**
Resp:	**1200**
Object:	**DE**
Transaction:	**524**
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 35,000.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 35,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
5	MEGEN1200/DE524	$ 35,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 35,000.00

E-43-20

NIFS ID:CLTV20000001 Department: Traffic & Parking Violations

Capital:

SERVICE: DATA PROCESSING AND SOFTWARE

Contract ID #:CQCW03000893 NIFS Entry Date: 27-JAN-20 Term: from 09-SEP-03 to 12-JAN-21

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

Vendor Info:	
Name: **QUEST COMPUER PRODUCTS**	Vendor ID#: [redacted]
Address: 311 GADUSI LANE LOUDON. TENNESSEE 37774	Contact Person: [redacted] [redacted]
	Phone: [redacted]

Department:
Contact Name: DAVE RICH
Address: 16 COOPER STREET HEMPSTEAD, NY 11550
Phone: 516-572-2178

Routing Slip

Department	**NIFS Entry: X**	**28-JAN-20 -- MSUMMERS**
Department	**NIFS Approval: X**	**28-JAN-20 -- MSUMMERS**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**11-FEB-20 -- IQURESHI**
OMB	**NIFS Approval: X**	**28-JAN-20 -- SJACOB**
County Atty.	**Insurance Verification: X**	**29-JAN-20 -- AAMATO**
County Atty.	**Approval to Form: X**	**28-JAN-20 -- MMISRA**
CPO	**Approval: X**	**13-FEB-20 -- KOHAGENCE**

DCEC	**Approval: X**	**13-FEB-20 -- JCHIARA**
Dep. CE	**Approval: X**	**18-FEB-20 -- TFOX**
Leg. Affairs	**Approval/Review: X**	**28-FEB-20 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: THIS CONTRACTOR PROVIDES PROFESSIONAL AND RELATED ENGINEERING SERVICES AND SOFTWARE ENHANCEMENTS AS DETERMINED BY TPVA FOR THE SOFTWARE PRODUCT OF COMPUCOURT. THIS INCLUDES INTERFACING WITH NYSDMV, TRACS, AND OUR THIRD PARTY VENDORS COLLECTION SYSTEMS AS WELL AS TRACKING PAYMENT PROCESSING AMONG OTHER SERVICES
Method of Procurement: CONTRACTOR WAS ORIGINALLY SELECTED AS A RESULT OF A REQUEST FOR PROPOSAL IN 1994 TO DEVELOP, INSTALL AND MAINTAIN A COMPUTER SOFTWARE PACKAGE FOR THE ELECTRONIC TRACKING OF PARKING AND TRAFFIC TICKETS PROCESSED BY TPVA
Procurement History: THIS IS A PROPRIETARY SOFTWARE SYSTEM AND CONTRACTOR IS THE SOLE SOURCE VENDOR CONTRACTOR AND HAS BEEN PROVIDING SUCH SERVICES SINCE 1994. TPVA HAS AMENDED ANNUALLY FOR ENHANCEMENT SERVICES, ENHANCEMENT MADE ARE GENERALLY TO COMPLY WITH LEGAL MANDATES
Description of General Provisions: THE SERVICES TO BE PROVIDED BY THE CONTRACTOR UNDER THE AGREEMENT MAY INCLUDE, BUT ARE NOT LIMITED TO, PROFESSIONAL DATA PROCESSING AND RELATED ENGINEERING SERVICES AND SOFTWARE ENHANCEMENTS SERVICES (HERINAFTER "SERVICES") AS DETERMINED BY TPVA FOR THE SOFTWARE PRODUCT "COMPUCOURT" (HERINAFTER "SOFTWARE"). WHICH SOFTWARE HAS BEEN INSTALLED BY THE CONTRACTER.
Impact on Funding / Price Analysis: THIS AMENDMENT EXTENDS THE CONTRACT BY ONE YEAR THROUGH January 12,2021 THE MAXIMUM AMOUNT SHALL INCREASE BY $75,000 FOR A NEW MAXIMUM OF $2,622,848.50.
Change in Contract from Prior Procurement: +$75,000
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	**TV**
Resp:	**1000**
Object:	**DE**
Transaction:	**CL**
Project #:	
Detail:	

RENEWAL	
%	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 75,000.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 75,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	TVGEN1000DE505	$ 75,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 75,000.00

Increase % Decrease			

E-44-20

NIFS ID:CLPD20000002 **Department: Police Dept.**

Capital:

SERVICE: Support services re: Megans Law

Contract ID #:CQPD17000002 NIFS Entry Date: 21-JAN-20 Term: from 01-SEP-19 to 31-AUG-20

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

Vendor Info:	
Name: **Crime Victims Center, Inc.**	Vendor ID#: [redacted]
Address: 100 Comac Street Ronkonkoma, NY 11779	Contact Person: [redacted]
	Phone: [redacted]

Department:
Contact Name: Jaclyn Delle
Address: 1 West St. Mineola, NY 11501
Phone: 5165713054

Routing Slip

Department	**NIFS Entry: X**	**31-JAN-20 -- JDELLEPD**
Department	**NIFS Approval: X**	**31-JAN-20 -- JDELLEPD**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**11-FEB-20 -- IQURESHI**
OMB	**NIFS Approval: X**	**05-FEB-20 -- JNOGID**
County Atty.	**Insurance Verification: X**	**31-JAN-20 -- AAMATO**
County Atty.	**Approval to Form: X**	**31-JAN-20 -- DMCDERMOTT**
CPO	**Approval: X**	**13-FEB-20 -- KOHAGENCE**

DCEC	**Approval: X**	**13-FEB-20 -- JCHIARA**
Dep. CE	**Approval: X**	**18-FEB-20 -- TFOX**
Leg. Affairs	**Approval/Review: X**	**02-MAR-20 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: This is an amendment to an existing contract with Crime Victims Center, Inc. (d/b/a Parents for Megan's Law) to renew and extend the term of the contract for one (1) year and increase the maximum amount by $180,000. The contractor assists the Police Department in its goal of the prevention of childhood sexual abuse by providing a helpline to access information about sex offenders, literature, and outreach to increase dissemination of sex offender notifications, and counseling referrals to the Nassau County Coalition Against Child Abuse and Neglect.
Method of Procurement: Contract amendment. Please see procurement history below.
Procurement History: This is a sole source not-for-profit vendor. Parents for Megan's Law is a well-established, unique organization, and the only known source for the combination of services provided under this contract. The contractor has satisfactorily provided these services to the Department, and has held a similar contract with Suffolk County.
Description of General Provisions: The contractor assists the Police Department in its goal of the prevention of childhood sexual abuse by providing a helpline to access information about sex offenders, literature, and outreach to increase dissemination of sex offender notifications, and counseling referrals to the Nassau County Coalition Against Child Abuse and Neglect.
Impact on Funding / Price Analysis: $180,000 increase to maximum amount. New maximum amount is $540,000 with a new term end date of 8/31/20
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	**PD**
Resp:	**1135**
Object:	**DE500**
Transaction:	
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 180,000.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 180,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
05	PDPDH1135/DE500	$ 180,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 180,000.00

E-45-20

NIFS ID:CQHS20000049 Department: Human Services

Capital:

SERVICE: YOUTH DEVELOPMENT

Contract ID #:CQHS20000049 NIFS Entry Date: 10-DEC-19 Term: from 01-JAN-20 to 31-DEC-22

New	
Time Extension:	
Addl. Funds:	
Blanket Resolution:	
RES#	

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Cornell Cooperative Extension of Nassau County**	Vendor ID#:[redacted]
Address: 5 Old Jericho Turnpike Jericho, NY 11753	Contact Person: [redacted]
	Phone: ([redacted]

Department:
Contact Name: Brian Hall
Address: 60 Charles Lindbergh Blvd., Suite 220, Uniondale, NY 11553-3688
Phone: (516) 227-8912

2020 MAR -6 P 3:55

Routing Slip

Department	**NIFS Entry: X**	**10-DEC-19 -- ARAMAN**
Department	**NIFS Approval: X**	**19-DEC-19 -- GAPPEL**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**20-DEC-19 -- CNOLAN**
OMB	**NIFS Approval: X**	**19-DEC-19 -- NGUMIENIAK**
County Atty.	**Insurance Verification: X**	**19-DEC-19 -- AAMATO**
County Atty.	**Approval to Form: X**	**19-DEC-19 -- DGRIPPO**
CPO	**Approval: X**	**15-JAN-20 -- KOHAGENCE**

DCEC	**Approval: X**	**15-JAN-20 -- JCHIARA**
Dep. CE	**Approval: X**	**16-JAN-20 -- KROSE-LOUDER**
Leg. Affairs	**Approval/Review: X**	**02-MAR-20 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: To be able to replicate successful programs such as the P.E.A.C.E. Afterschool which includes community gardens, nutrition classes, science activities and field trips. This contract will allow for the creation/expansion of 4H youth development programs such as Junior Master Gardener, increased East Meadow Farm visits and programming, Expanded Marine Camp, among others programs and activities
Method of Procurement: The Contract was entered into after a written request for proposals (SS0715-1936) was issued on July 15, 2019. Potential proposers were made aware of the availability of the RFP by posting to the bid board, newspaper advertisement, posting on OYS website, regular mailing, and email. Twenty (20) plus potential parties requested copies of the RFP. Proposals were due on August 15, 2019. Twenty (20) proposals were received and evaluated. The evaluation committee consisted of: Donna Guarasci; Naomi Cunningham (discussion facilitator); Celina Cabello; Tavora Buchman; Martine Hackett; Timothy Ortiz. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected
Procurement History: There is no procurement history for this agency-first year with OYS
Description of General Provisions: All programs are currently monitored and evaluated through ongoing internal and external evaluations. All program participant¿s complete final evaluation surveys which are reviewed and evaluated for program improvements/changes. Additionally, program evaluations are compared to nationwide 4H program evaluations to ensure the integrity of the 4H program is maintained and that program goals are reached. All CCE-NC programs are required to provide quarterly and final reports. These will be submitted to Nassau County as well
Impact on Funding / Price Analysis: This program will provide services to 6,000 youth at $8.33 per youth. The maximum total cost of this contract is $150,000 for a term dated 1/1/20 through 12/31/22
Change in Contract from Prior Procurement: None
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	**10**
Resp:	**1324**
Object:	**DE511**
Transaction:	
Project #:	
Detail:	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 50,000.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00

LINE	INDEX/OBJECT CODE	AMOUNT
01	GEN;1324;DE511	$ 50,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 50,000.00

RENEWAL	
% Increase	
% Decrease	

TOTAL	$ 50,000.00

E-46-20

NIFS ID:CLAT19000025 Department: County Attorney

Capital:

SERVICE: Outside Counsel

Contract ID #:CQAT17000012 NIFS Entry Date: 04-DEC-19 Term: from 08-NOV-17 to 07-NOV-19

Amendment	
Time Extension:	
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

Vendor Info:	
Name: **Goldberg Segalla**	Vendor ID#:[redacted]
Address: 665 Main Street Buffalo, NY 14260	Contact Person:[redacted] [redacted]
	Phone: [redacted]

Department:
Contact Name: Mary Nori
Address: 1 West Street Mineola, NY 11501
Phone: 516-571-6083

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Routing Slip

Department	**NIFS Entry: X**	**03-JAN-20 -- MREYNOLDSAT**
Department	**NIFS Approval: X**	**03-JAN-20 -- SBERMAN**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**14-JAN-20 -- IQURESHI**
OMB	**NIFS Approval: X**	**03-JAN-20 -- JNOGID**
County Atty.	**Insurance Verification: X**	**03-JAN-20 -- AAMATO**
County Atty.	**Approval to Form: X**	**03-JAN-20 -- DMCDERMOTT**
CPO	**Approval: X**	**17-JAN-20 -- KOHAGENCE**
DCEC	**Approval: X**	**21-JAN-20 -- JCHIARA**

Dep. CE	**Approval: X**	**28-JAN-20 -- HWILLIAMS**
Leg. Affairs	**Approval/Review: X**	**02-MAR-20 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: Contract for services as outside counsel in various matters as may be assigned by the County Attorney or his designee in the firm's qualified areas of law.The cases assigned to Counsel as of the commencement of this Agreement are as follows: Darius Burris v. County of Nassau, et al., Index No. CV-11-0119 (MKB) (ARL); Leo Duchnowski v. County of Nassau, ct. al., Index# 15- CV-04699; Shakeria Little, Individually and as Administrator of the Estate of Antwan Brown v. County of Nassau, et. al., Index # 14- CV-125 (JFB)(GRB).
Method of Procurement: A Request for Qualifications (RFQ) was issued and a panel of firms qualified to provide legal services for the County has been established. The firm Goldberg Segalla, has been added to this panel. After a review of the panel, the firm Goldberg Segalla has been selected to handle the initial matters described in the attached Staff Summary because of their experience, expertise in the subject matter, and availability.
Procurement History: Please see procurement history above.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: Increase the maximum by $100,000 to $148,0000
Change in Contract from Prior Procurement: +$100,000
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES	
Fund:	ATGEN1100
Control:	
Resp:	
Object:	**DE502**
Transaction:	**109**
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 100,000.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 100,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
2	ATGEN1100/DE502	$ 100,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 100,000.00

E-47-20

NIFS ID:CQAT19000020 Department: County Attorney

Capital:

SERVICE: Outside Counsel

Contract ID #:CQAT19000020 NIFS Entry Date: 04-DEC-19 Term: from to

New	
Time Extension:	
Addl. Funds:	
Blanket Resolution:	
RES#	

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Goldberg Segalla, LLP**	Vendor ID#: [redacted]
Address: 665 Main Street Buffalo, NY 14260	Contact Person: [redacted] [redacted]
	Phone: [redacted]

Department:
Contact Name: Mary Nori, Esq.
Address: 1 West Street Mineola, NY 11501
Phone: 516-571-6083

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Routing Slip

Department	**NIFS Entry: X**	**03-JAN-20 -- MREYNOLDSAT**
Department	**NIFS Approval: X**	**03-JAN-20 -- SBERMAN**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**14-JAN-20 -- IQURESHI**
OMB	**NIFS Approval: X**	**03-JAN-20 -- JNOGID**
County Atty.	**Insurance Verification: X**	**03-JAN-20 -- AAMATO**
County Atty.	**Approval to Form: X**	**03-JAN-20 -- DMCDERMOTT**
CPO	**Approval: X**	**17-JAN-20 -- KOHAGENCE**
DCEC	**Approval: X**	**21-JAN-20 -- JCHIARA**

Dep. CE	**Approval: X**	**28-JAN-20 -- HWILLIAMS**
Leg. Affairs	**Approval/Review: X**	**02-MAR-20 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: The services to be provided by Counsel under this Agreement shall consist of continued representation of Nassau County in the following cases: Shakeria Little, Individually and as Administrator of the Estate of Antwan Brown v. County of Nassau, et. al., Docket # 14-CV-125 (JFB) (GRB); Mevyo Jean v. County of Nassau, "Chief Frank Doe", Karen G. Dowling, et. al., Docket # 14-CV-1322; Bobby Hayes v. County of Nassau, Nassau County Police Department, et. al., Docket # 15-CV-0398 (the "Services").
Method of Procurement: A Request for Qualifications (RFQ) was issued and a panel of firms qualified to provide legal services for the County has been established. The firm Goldberg Segalla, LLP ("Goldberg Segalla") has been added to this panel. After a review of the panel, the firm Goldberg Segalla has been selected to handle the matters as described above because of their experience, expertise in the subject matter, and availability. This is a new contract that will ensure the continuity of representation through the completion of services of the above referenced cases. Services provided by Counsel have been satisfactory to date.
Procurement History: The firm, Goldberg Segalla, submitted a proposal in response to the RFQ and was been added to this panel. After a review of the panel, based on the firm's experience, expertise in the subject matters, and availability, the firm has been determined to be qualified by the Department.
Description of General Provisions: As described above. The County Attorneys Office is transitioning to case-specific contracts where matters assigned to a firm are identified with a contract term, for specific matters (such as case names) and the maximum amount is for the life of the assigned matters.
Impact on Funding / Price Analysis: $200,000 maximum amount, $25,000 initial encumbrance.
Change in Contract from Prior Procurement: maximum on CQAT17000012 was $148,000.
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES	
Fund:	ATGEN1100
Control:	
Resp:	
Object:	**DE502**
Transaction:	
Project #:	
Detail:	

RENEWAL	
%	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 25,000.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 25,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$ 25,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 25,000.00

Increase % Decrease			

E-48-20

NIFS ID:CFPW20000006 Department: Public Works

Capital: X

SERVICE: On-Call Traffic Engineering Services-T6250003DNP

Contract ID #:CFPW20000006 NIFS Entry Date: 29-JAN-20 Term: from to

New	
Time Extension:	
Addl. Funds:	
Blanket Resolution:	
RES#	

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Nelson & Pope Engineers and Surveyors**	Vendor ID#: [redacted]
Address: 572 Walt Whitman Rd. Melville, NY 11747	Contact Person: [redacted]
	Phone: [redacted]

Department:
Contact Name: Harold Lutz
Address: NCDPW 1194 Prospect Ave Westbury, NY 11590
Phone: 571-9453

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Routing Slip

Department	**NIFS Entry: X**	**30-JAN-20 -- LDIONISIO**
Department	**NIFS Approval: X**	**04-FEB-20 -- RDALLEVA**
DPW	**Capital Fund Approved: X**	**04-FEB-20 -- RDALLEVA**
OMB	**NIFA Approval: X**	**14-FEB-20 -- CNOLAN**
OMB	**NIFS Approval: X**	**04-FEB-20 -- NGUMIENIAK**
County Atty.	**Insurance Verification: X**	**04-FEB-20 -- AAMATO**
County Atty.	**Approval to Form: X**	**04-FEB-20 -- NSARANDIS**
CPO	**Approval: X**	**20-FEB-20 -- KOHAGENCE**

DCEC	**Approval: X**	**20-FEB-20 -- JCHIARA**
Dep. CE	**Approval: X**	**22-FEB-20 -- BSCHNEIDER**
Leg. Affairs	**Approval/Review: X**	**02-MAR-20 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: Provide 'On-Call' Traffic Engineering Services to DPW's Traffic Engineering Unit. The purpose of this Agreement is to make available to the Department engineering and inspection resources needed to complete specialized traffic projects and projects with specific time constraints. This includes, but is not limited to, on call work for traffic engineering, inspection, data collection, traffic signal designs, capacity analyses, design of traffic calming, etc.
Method of Procurement: A formal Request For Proposals (RFP) process was conducted to procure the services.
Procurement History: An RFP was released on June 29, 2018 and was advertised in Newsday, NYS Contract Reporter and on the County web site. In reply to the RFP we received proposals from eight (8) firms. A team of four (4) engineers, from DPW's Traffic Engineering Unit conducted the selection process and established a technical ranking based on the proposals.
Description of General Provisions: The selected Firms will provide traffic engineering services on an ¿on-call¿ basis. Specific work requests will be conveyed to each selected firm, who will then provide a scope of work to provide the services requested. A specific scope of work will be developed for each proposed item of work. A specific cost proposal will be developed for each item. The Firms will be reimbursed for direct labor costs based on approved wage rates and the agreed upon multiplier. The term of the Agreement is three (3) years. The maximum dollar ceiling is Two Million Five Hundred Thousand Dollars ($2,500,000.00).
Impact on Funding / Price Analysis: Funding for this Agreement will come from various appropriate capital projects and/or the Department's operating budget. The funding source will depend on the proposed scope of services. Project 62017. Max Amount of contract is $2,500,000. Contract currently calls for 30% MWBE utilization
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	**62**
Resp:	**017**
Object:	**00003**
Transaction:	**CF**
Project #:	**62017**
Detail:	**000**

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.01
Other	$ 0.00
TOTAL	**$ 0.01**

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/62017/00003/000	$ 0.01
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 0.01

E-49-20

NIFS ID:CLAT19000021 Department: County Attorney

Capital:

SERVICE: Outside Counsel (addition of Galloway matter)

Contract ID #:CQAT18000007 NIFS Entry Date: 18-NOV-19 Term: from to

Amendment
Time Extension:
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

Vendor Info:	
Name: **Sokoloff Stern LLP**	Vendor ID#: 2[redacted]
Address: 179 Westbury Avenue Carle Place, NY 11514	Contact Person: [redacted]
	Phone: ([redacted]

Department:
Contact Name: Mary Nori
Address: 1 West Street Mineola, NY 11501
Phone: 516-571-6083

Routing Slip

Department	**NIFS Entry: X**	**20-DEC-19 -- MREYNOLDSAT**
Department	**NIFS Approval: X**	**03-JAN-20 -- MNORIAT**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**14-JAN-20 -- IQURESHI**
OMB	**NIFS Approval: X**	**08-JAN-20 -- JNOGID**
County Atty.	**Insurance Verification: X**	**03-JAN-20 -- NSARANDIS**
County Atty.	**Approval to Form: X**	**03-JAN-20 -- DMCDERMOTT**
CPO	**Approval: X**	**21-JAN-20 -- KOHAGENCE**
DCEC	**Approval: X**	**22-JAN-20 -- JCHIARA**

Dep. CE	**Approval: X**	**28-JAN-20 -- HWILLIAMS**
Leg. Affairs	**Approval/Review: X**	**02-MAR-20 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: This amendment adds additional services in the following case: JOSIAH GALLOWAY v COUNTY OF NASSAU, NASSAU COUNTY POLICE DEPARTMENT, OFFICE OF THE NASSAU COUNTY DISTRICT ATTORNEY, INCORPORATED VILLAGE OF HEMPSTEAD, INCORPORATED VILLAGE OF HEMPSTEAD POLICE DEPARTMENT, 19-CV-5026 (the "Galloway' matter).
Method of Procurement: A Request for Qualifications ("RFQ") was issued and a panel of firms (Panel) qualified to provide legal services for the County has been established. The firm Sokoloff Stern LLP has been added to the Panel. The County Attorney's Office reviewed the Panel of qualified firms and selected Sokoloff Stern LLP to represent Correction Officer Antonio Cuevas in the Rodriguez litigation based on their experience, expertise, and availability. Correction Officer Cuevas has agreed with the selection. Note, the County Attorney¿s Office is unable to represent Correction Officer Cuevas in the Rodriguez litigation because of a conflict and is therefore assigning this matter to outside counsel.
Procurement History: Outside counsel contract for the firm, Sokoloff Stern LLP, to represent Correction Officer Antonio Cuevas in the following case: Jose Miguel Rodriguez v. County of Nassau, Nassau County Correctional Center, Their Agents, Employees, Contractors, and Medical Providers, Index No. CV17-1776.
Description of General Provisions: The additional Services to be provided by Counsel shall consist of representing Nassau County in the following case: JOSIAH GALLOWAY v COUNTY OF NASSAU, NASSAU COUNTY POLICE DEPARTMENT, OFFICE OF THE NASSAU COUNTY DISTRICT ATTORNEY, INCORPORATED VILLAGE OF HEMPSTEAD, INCORPORATED VILLAGE OF HEMPSTEAD POLICE DEPARTMENT, 19-CV-5026 (the "Galloway' matter). The Original Term shall be extended so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be upon the completion of the Galloway matter, unless sooner terminated in accordance with the provisions of the Original Agreement.
Impact on Funding / Price Analysis: The Maximum Amount in the Original Agreement shall be increased by One Hundred Sixty Thousand Dollars ($160,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to the Counsel, as full consideration for all Services provided under the Amended Agreement, shall be Three Hundred Twenty-Five Thousand Dollars ($325,000.00) {the Amended Maximum Amount").
Change in Contract from Prior Procurement: The Maximum Amount in the Original Agreement shall be increased by One Hundred Sixty Thousand Dollars ($160,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to the Counsel, as full consideration for all Services provided under the Amended Agreement, shall be Three Hundred Twenty-Five Thousand Dollars ($325,000.00) {the Amended Maximum Amount").
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES	
Fund:	ATGEN1100
Control:	
Resp:	
Object:	**DE502**
Transaction:	
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 160,000.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	$ **160,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
2	ATGEN1100/DE502	$ 160,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 160,000.00

U-3-20

NIFS ID:CQHS20000040 Department: Human Services

Capital:

SERVICE: OFA LI Marriott 2020

Contract ID #:CQHS20000040 NIFS Entry Date: 04-DEC-19 Term: from 15-MAY-20 to 30-MAY-20

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Long Island Marriott**	Vendor ID#: [redacted]
Address: 101 James Doolittle Blvd. Uniondale, NY 11501	Contact Person: [redacted]
	Phone: [redacted]

Department:
Contact Name: Rita Anderson
Address: NCDHS 69 CLB NE2 Su 200 Fiscal Uniondale, NY 11553
Phone: 516-227-7761

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Routing Slip

Department	**NIFS Entry: X**	**12-DEC-19 -- RANDERSON**
Department	**NIFS Approval: X**	**12-DEC-19 -- GAPPEL**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**18-DEC-19 -- CNOLAN**
OMB	**NIFS Approval: X**	**12-DEC-19 -- NGUMIENIAK**
County Atty.	**Insurance Verification: X**	**12-DEC-19 -- AAMATO**
County Atty.	**Approval to Form: X**	**12-DEC-19 -- MMISRA**
CPO	**Approval: X**	**18-DEC-19 -- KOHAGENCE**

DCEC	**Approval: X**	**19-DEC-19 -- JCHIARA**
Dep. CE	**Approval: X**	**19-DEC-19 -- KROSE-LOUDER**
Leg. Affairs	**Approval/Review: X**	**20-FEB-20 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: To execute a contract with Long Island Marriott to celebrate Older American Month. A gala meal & special guest speakers. The County Executive recognizes two Senior Citizens of the Year who are chosen for outstanding service to the community.
Method of Procurement: As required by Executive Order #1-193, three proposals were solicited:The Carltun $50PP + 20% service charge, Garden City Hotel $46 pp + 24% service & gratuity, LI Marriott $$44pp inclusive of 25% service charge, LI Marriott is lowest bidder & best location
Procurement History: The LI Marriott hosted the May Luncheon in 2019, 2018 & 2017. They have provided excellent service, are centrally located, can accommodate 500 people in one room & have an EXPO area at no additional charge
Description of General Provisions: Luncheon to be served in Grand Ballroom to approximately 300 people. In addition sound system & space for Expo exhibits will be provided.
Impact on Funding / Price Analysis: Cost is $44 per person and the Department of Human Services, Office of the Aging will recover the major portion of this expense through sales of tickets to corporations, banks, local business and organizations.
Change in Contract from Prior Procurement: No change in total contract amount
Recommendation: (approve as submitted) We recommend that this contract be approved.

Advisement Information

BUDGET CODES	
Fund:	Gen
Control:	**10**
Resp:	**1200**
Object:	**DE511**
Transaction:	
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 13,200.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 13,200.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	HSGEN1200DE511	$ 13,200.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 13,200.00

B 5-20

Additional Backup Redacted
B-5-20

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WASHINGTON, D.C.
GOVERNMENT RELATIONS
201 MASSACHUSETTS AVENUE N.E.
WASHINGTON, D.C. 20002
(202) 347-1117

WRITER'S DIRECT: [redacted]
E-MAIL: [redacted]

February 19, 2020

Hon. Jodi Franzese
Inspector General
One West Street
Mineola, New York 11501

Re: E&A Restoration, Inc.

Dear Ms. Franzese,

This firm represents E&A Restoration, Inc. ("E&A"). We write you concerning Contract No. B-5-20 (B-19-10) (ID No. B90632-02G), and specifically in response to your office's February 7, 2020 report (annexed hereto as Exhibit "A").

For the reasons more fully stated below and given E&A's long, stellar history with public projects, we respectfully submit that E&A's vendor disclosure forms were factually accurate, and that E&A is, in fact a "responsible vendor", eligible for the subject contract award.

E&A

E&A is a WBE certified contractor in Nassau and Suffolk Counties.[1] E&A's sole shareholder, officer and director is Kalliopi Vournou.

Notably, to expand on this point, in each performance bond application submitted by E&A for completion work, the bonding companies look solely to Kalliopi Vournou's financial statements. Thus, it is Kalliopi Vournou's assets, not those of Jenny Sakalis and Antonios Vournou, which are the collateral for any of E&A's performance bonds.

E&A has had a long, successful history of performing construction work for Nassau County. Specifically, over the past fifteen (15) years, E&A has been awarded sixteen (16) contracts as itemized in the schedule annexed hereto as Exhibit "B". Each time E&A has received a contract award from Nassau County, they have submitted the identical disclosure forms as those submitted in the subject contract, that is, forms that indicate that Kalliopi

[1] As the subject contract is not an WBE contract, any discussion concerning WBE requirements or operations has no relevance here.

Vournou is E&A's sole shareholder, officer and director. True and correct copies of the contract awards and the disclosure forms (that are in E&A's possession) are annexed hereto as Exhibit "C".

Whether Kalliopi Vournou's son, Antonios Vournou, or daughter, Jenny Sakalis, have referred to themselves as "Officers", "Owners Representative" or CFO, on LinkedIn or an industry website, have no legal significance. Again, Kalliopi Vournou is E&A's sole shareholder, officer and director as demonstrated by E&A's most recent corporate tax return, a true and correct copy of which is annexed hereto as Exhibit "D", and bond, a true and correct copy (demonstrating that Kalliopi Vournou, her husband Steven Vournou, and several investment entities which Kalliopi Vournou is a shareholder or member are the sole guarantors) of which is annexed hereto as Exhibit "E". The forms do not ask for "de facto" officers or key employees. Instead, the Principal Questionnaire Form calls for answers by "all officers and any individuals who hold a ten percent (10%) or greater ownership."

Last, whether individuals not associated with E&A believe that others are in fact officers of E&A is irrelevant, as the corporate books, records, tax filings and bond demonstrate that E&A has one shareholder, officer and director. Toward that end, since 2005, there has never been any formal corporate appointment of an officer other than Kalliopi Vournou.

Testimony and Interviews

Both Kalliopi Vournou and Antonios Vournou gave consistent testimony during their interviews with IG staff. Each consistently described Kalliopi Vournou as the sole shareholder, officer, and director. Each consistently described that Antonios Vournou would run the day to day operations in the field and that Jenny Sakalis would run the day to day operation in the office. Moreover, each consistently described that daily, the three would meet to discuss E&A matters, and tellingly, Kalliopi Vournou would be the final arbiter of any major decisions.

The mere fact that day to day operations are handled by individuals other than Kalliopi Vournou do not anoint the individuals to the status of officer or director. Nor would an arbitrary designation as "de facto" officers suggest that Ms. Sakalis or Mr. Vournou be considered officers, since the concept of a de facto officer, from a legal standpoint, is only intended to protect third parties relying on the alleged de facto officer's authority to contract for the company.[2]

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[2] The Court in *In re Gen. Vision Services, Inc.*, 423 B.R. 790 (S.D.N.Y. 2010) explained how a de facto officer may bind the corporation with respect to its dealings with third parties but is not, in fact, an officer de jure:

> One's status as a *de facto* officer is limited to the public and third persons interested in his acts, and beyond that he is a "mere usurper" whose acts are invalid. . . . In his relationship with the corporation itself, "a *de facto* director in not a director in law or in fact."

In re Gen. Vision Services, Inc., 423 B.R. at 794 (citations omitted); *see also* Stile v Antico, 272 A.D.2d 403, 404 (2d Dept. 2000) (noting that de facto director may bind the corporation but is not, in law or fact, a director); *In re*

along with a revised E&A disclosure form and a revised Principal Disclosure Form as Exhibit "F".

Conclusion

The purpose of the County's disclosure forms is to ensure that the County has sufficient information on the applicants in order to review the applicant's criminal, corporate and financial status. Here, Kalliopi Vournou properly submitted factually accurate disclosure forms, as E&A's corporate records, tax returns and financial statements all indicate that she is E&A's sole shareholder, officer and director. The fact that Kalliopi Vournou's children are involved in day to day operations does little to belie the fact that, again, Kalliopi Vournou is E&A's sole shareholder, officer and director, and thus, the only one who rightfully should have submitted disclosure forms.

In the interest of full disclosure, the County now has the disclosure forms of Antonios Vournou and Jenny Sakalis, nominally, two E&A employees. As Antonios Vournou has received contracts from the County for another entity, we are confident that any review of these supplemental disclosure forms will provide the County with additional comfort. Also, should the County wish additional disclosure forms from other key E&A employees, E&A stands ready to provide those as well.

Last, given E&A's stellar history with the County, and the explanations above along with the supporting documentation, we respectfully submit that E&A has accurately responded to the requisite forms. Further, E&A has always been deemed to be a "responsible vendor". Considering the totality of the circumstances here, to think otherwise of E&A would simply be a wrong decision, and accordingly, E&A reserves all its legal rights herein. *See, e.g., AAA Carting and Rubbish Removal, Inc. v Town of Southeast*, 17 N.Y.3d 136, 144 (2011); *Professional Sec. Bur., Ltd. v City Univ. of New York*, 151 Misc.2d 225, 228 (Sup. Ct. New York Cty. 1991).

Very truly yours,

Charles Capetanakis

CC:rf
Encl.

CONTRACT AWARD DATE	CONTRACT NO.	CONTRACT NAME
6/17/2005	B90963G	Building Construction Requirments, Various Locations, Nassau County
*MISSING NOA	B90964G	Building Construction Requirments, Various Locations, Nassau County
6/19/2007	B90230201G	Police & Fire Communication Center, Phase I Structural Modification
5/6/2008	B90965G	Building Construction Requirments, Various Locations, Nassau County
6/24/2008	B90230PG	Public Safety Center Phase II General Construction
1/20/2009	B9040001G	Building Construction Requirments, Various Locations, Nassau County
2/17/2011	CY98-113010-0946	On Call General Contractor Trade Construction Contract
6/13/2011	B7006501G	Plaza Deck Restoration Phase II
7/27/2012	B9040002G	Building Construction Requirments, Various Locations, Nassau County
11/25/2013	B9E100016G	Hempstead House Lintel Replacement & Window Rehabilitation
12/10/2013	B90230P03G	Public Safety Center Phase III Forensic Laboratory
7/14/2014	CFCY16000004	On Call General Construction at Nassau Community College
10/2/2014	B70089-01G	Nassau Community College Student Services Center
11/17/2017	B90400-03GR	Building Construction Requirements Contract- General Construction
7/24/2018	B50688-02G	Nassau County Police Dept- Center for Training & Intelligence
IN REVIEW/PENDING AWARD	B90632-02G	Family & Matrimonial Court Phase II

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: E & A RESTORATION INC.

Address: 40 WILLIS AVE

City, State and Zip Code: SYOSSET, NY 11791

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co __V__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):

Kalliopi Vournou - PRESIDENT / OFFICER [redacted]

Jenny Sakalis - Key Employee; [redacted]

Antonios Vournou - Key Employee; [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Kalliopi Vournou - 100% shareholder [redacted]

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: 11/1/2000

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner:
Kalliopi Vournou - 100% Shareholder - [redacted]

iii) Name, address and position of all officers and directors of the company;
Kalliopi Vournou - President - same address as in item ii

iv) State of incorporation (if applicable);
New York

v) The number of employees in the firm;
2.0 - 2.7

vi) Annual revenue of firm;
~~$5 million~~ approx 35 million

vii) Summary of relevant accomplishments
SEE ATTACHED PROJECTS COMPLETED.

viii) Copies of all state and local licenses and permits.
See attached HIC license

key employees:
JENNY SAKALIS - Office Mgr
[redacted]
ANTONIOS VOURNOU - Proj Mgr
[redacted]

B. Indicate number of years in business.
+ 19 years

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company SEE ATTACHED REFERENCES

Contact Person

Address

City/State

Telephone

Fax #

E-Mail Address

PRINCIPAL QUESTIONNAIRE FORM REVISED

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: KALLIOPI VOURNOU
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code [redacted]
Country: USA

Business Address: 40 Willis Ave
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791
Country USA
Telephone: [redacted]

Other present address(es): _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	11/1/2004	Treasurer	
Chairman of Board		Shareholder	11/1/2004
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
100% shareholder

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.
N/A... See attached explanation

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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, KALLIOPI VOUENOU, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, KALLIOPI VOUENOU, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

E4A RESTORATION INC.
Name of submitting business

Electronically signed and certified at the date and time indicated by:

PRESIDENT
Title

2/18/2020
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: JENNY SAKALIS
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country: USA

Business Address: 40 WILLIS AVE
City: SYOSSET State/Province/Territory: NY Zip/Postal Code: 11791
Country USA
Telephone: [redacted]

Other present address(es): _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
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)	N/A... see explanation		

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 notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.
N/A... see explanation

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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, JENNY SAKALIS, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, JENNY SAKALIS, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

E&A RESTORATION INC
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Jenny Sakalis

Office Manager
Title

2/18/20
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: ANTONIOS VOURNOU
Date of birth: [redacted]
Home address:
City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country: USA

Business Address: 40 Willis Ave.
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791
Country USA
Telephone: [redacted]

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
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)	N/A... see explanation		

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 notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.
N/A... see explanation

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.
Nassau Community College On Call CM Services Contract No. CFCY0000007
CFCY13000005

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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, ANTONIOS VOURNOU, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, ANTONIOS VOURNOU, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

E&A RESTORATION INC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Project Manager

Title

02/18/2020

Date

E&A Restoration
February 19, 2020

SUPPLEMENT TO PRINCIPAL QUESTIONNAIRE FORM

Question #2: Positions held in submitting business and starting date of each:

Antonios Vournou and Jenny Sakalis have never been appointed as officers of E&A Restoration. Jenny Sakalis oversees most of E&A's financial operations as Officer Manager and Antonios Vournou manages most of the business' field work as Project Manager. They have served in these positions since 2000 and 2006, respectively.

Question # 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:

We do not believe that real estate investments constitute "businesses" which must be disclosed in response to this question. However, in the interest of full disclosure, we have listed all entities in which Kalliopi Vournou, Antonios Vournou and Jenny Sakalis hold an interest below.

Antonios Vournou

1) ENT Jamaica Realty LLC, 50%
2) Construction Estimating School, 100%
3) Spea Contracting Inc., 100%
4) MKS Realty LLC, 50%
5) Afrodisia Development LLC, 100%
6) 6500 Jericho Turnpike LLC, 50%
7) 50 Jericho LLC, 25%
8) ENT Realty LLC, 50%
9) Big Top Innovations LLC, 99%
10) A. Vournou Construction Management Group LLC, 100%
11) TMV Realty, LLC, 50%

Jenny Sakalis

1) ENT REALTY LLC, 50%
2) ENT JAMAICA REALTY LLC, 50%

Kalliopi Vournou

1) E&A Restoration Inc, 100%
2) Seak Realty Corp, 100%
3) SK&V Realty Corp, 100%
4) Vrisi Realty LLC, 50%
5) 6500 Jericho Tpke LLC, 50%
6) SKALLI 777 Realty LLC, 50%
7) GK CORONA Realty LLC, 50%
8) SK&V Mineola LLC, 50%
9) GKKV Realty LLC, 50%
10) MKS Realty LLC, 50%
11) Sk&V Railroad Ave Corp., 50%
12) TMV Realty LLC, 50%
13) 50 Jericho LLC, 25%
14) 23 Willis LLC, 50%
15) 30 Willis LLC, 50%
16) VKS Realty LLC, 50%
17) E&A Spaces LLC, 50%

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [X] NO [ ] If yes, to what campaign committee?

See attached

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.

~~Electronically~~ signed and certified at the date and time indicated by:

Dated: 2/18/2020

Vendor: E & A Restoration Inc

Title:

E&A Restoration
February 19, 2020

SUPPLEMENT TO POLITICAL CONTRIBUTIONS FORM

Note: All contributions were made by Antonios Vournou, either in his individual or LLC membership capacity. While we maintain that Mr. Vournou is not an officer of E&A Restoration, in the interest of full disclosure, below are Mr. Vournou's political contributions since April 1, 2016.

2020
2/1/20 – Trump Pence Victory - $1,000 – paid by personal credit card

2019
10/07/19 – Citizens for Saladino - $1,000 – paid by personal check
10/28/19 – Salamanca 2021 - $250 – paid by personal check
12/02/19 – Tannousis Assembly - $250 – paid by personal check

2017
10/10/17 – Citizens for Saladino - $5,000 – paid by 6500 Jericho Turnpike LLC
10/23/17 – Martins for Nassau - $5,000 – paid by personal check
10/25/17 – Labriola for Comptroller - $1,000 – paid by 6500 Jericho Turnpike LLC

2016
5/02/16 – Friends of Schumer - $3,000 – paid by personal check
5/09/16 – Zeldin for Congress - $1,000 – paid by personal check
9/26/16 – NYS Senate Republican Camp - $1,000 – paid by personal check
10/6/16 – Friends of Ed Mangano - $10,000 – paid by personal check
12/2/16 – Friends of George Maragos - $5,000 – paid by 6500 Jericho Turnpike LLC

E&A RESTORATION INC.

March 6, 2020

Hon. Jodi Franzese
Inspector General
One West Street
Mineola, New York 11501

Dear Ms. Franzese,

I write in response to your office's February 7, 2020 report and to supplement our response dated February 19, 2020.

First, I'd like to express my respect and support for the role that the Inspector General's office plays in ensuring that public contractors make full and accurate disclosure to the County. I understand the concerns raised in your report, and it is for this reason that I requested that my children also provide the disclosure forms attached to our February 19 response.

In my long and successful history with Nassau County, I have always filled out the County's disclosure forms in a consistent manner, listing myself as E&A's sole owner and officer. I did so because the forms were not specific (especially when it came to listing businesses) and because we had received advice to complete the forms in that way.

It is true that my children are listed on disclosure forms submitted to New York City's PASSPort (formerly Vendex) system. However, in addition to these PASSPort forms specifically requesting information from "managers," my children were included in these forms since the city would not speak to them if they were not listed on E&A's applications. Nonetheless, my children have never been formally appointed officers as we are a small, family owned business that lacks the corporate formalities of larger companies.

I understand that the Inspector General's office has a broader interpretation of disclosure on the forms (especially as it concerns a small family businesses like E&A) and we respect this view.

Indeed, while I honestly did not believe that disclosure relating to my children was required under the forms, I have now provided and will continue to be happy to provide any and all disclosure relating to my business, my children and myself. I regret that my misunderstanding of the forms' questions has caused concern regarding my long-term relationship with the County, a relationship that we respect and value highly. Whatever differences there may have been with respect to the County's disclosure requirements, please be assured that it was never my intent to deceive the county or provide incomplete disclosures.

40 Willis Ave., Suite 200, Syosset, New York 11791
(516) 921-7030 * Fax: (516) 921-0259

E&A RESTORATION INC.

Concerning E&A's certification as a women-owned business enterprise ("WBE"), I maintain that our certification as a WBE in 2007 was proper. At that time, before my husband took ill, I was involved on a daily basis. I understand that, due to my diminished involvement in the day-to-day operations of E&A as a result of my husband's health condition, E&A may no longer qualify as a WBE and we will take the appropriate measures to address this issue. However, I do not believe that such change in eligibility for WBE certification relates to my qualifications for the subject contract.

I may no longer be familiar with of all E&A's employees' names. I can assure you, however, that I am the sole owner and officer of my business, and the sole guarantor (with my husband) of our bonds, even if I am not as involved in E&A's day-to-day activities as I used to be.

It is true that, perhaps, I am an overbearing Greek mother and that I should have appointed my children as officers of my company by now. However, I understand that this has been a cause for concern for the County given my children's increased involvement in the day-to-day activities of E&A, and, to that end, to avoid the confusion that I have caused, I will be requiring my children to provide disclosure forms as part of all of my public bids with the County and elsewhere going forward.

I hope that I have addressed the concerns raised in your report and am happy to provide any additional documentation or information that you request. Simply put, never did I intend to deceive the County and, to the extent our honest interpretation of the procurement guidelines has caused such a perception, I sincerely apologize.

Sincerely,

Kalliopi Vournou

40 Willis Ave., Suite 200, Syosset, New York 11791
(516) 921-7030 * Fax: (516) 921-0259

Additional Backup
B-5-20

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2020 MAR -6 P 1:46

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ATTORNEYS AT LAW
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NEW YORK, NEW YORK 10158
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FAX: (212) 286-1884
WWW.DHCLEGAL.COM

FIRM OFFICES
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ATTORNEYS AT LAW
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GARDEN CITY, NY 11530
(516) 248-6400

ALBANY
GOVERNMENT RELATIONS
150 STATE STREET
ALBANY, NY 12207
(518) 465-8230

WASHINGTON, D.C.
GOVERNMENT RELATIONS
201 MASSACHUSETTS AVENUE N.E.
WASHINGTON, D.C. 20002
(202) 347-1117

WRITER'S DIRECT: (646) 428-3206
E-MAIL: cc@dhclegal.com

February 19, 2020

Hon. Jodi Franzese
Inspector General
One West Street
Mineola, New York 11501

Re: E&A Restoration, Inc.

Dear Ms. Franzese,

This firm represents E&A Restoration, Inc. ("E&A"). We write you concerning Contract No. B-5-20 (B-19-10) (ID No. B90632-02G), and specifically in response to your office's February 7, 2020 report (annexed hereto as Exhibit "A").

For the reasons more fully stated below and given E&A's long, stellar history with public projects, we respectfully submit that E&A's vendor disclosure forms were factually accurate, and that E&A is, in fact a "responsible vendor", eligible for the subject contract award.

E&A

E&A is a WBE certified contractor in Nassau and Suffolk Counties.[1] E&A's sole shareholder, officer and director is Kalliopi Vournou.

Notably, to expand on this point, in each performance bond application submitted by E&A for completion work, the bonding companies look solely to Kalliopi Vournou's financial statements. Thus, it is Kalliopi Vournou's assets, not those of Jenny Sakalis and Antonios Vournou, which are the collateral for any of E&A's performance bonds.

E&A has had a long, successful history of performing construction work for Nassau County. Specifically, over the past fifteen (15) years, E&A has been awarded sixteen (16) contracts as itemized in the schedule annexed hereto as Exhibit "B". Each time E&A has received a contract award from Nassau County, they have submitted the identical disclosure forms as those submitted in the subject contract, that is, forms that indicate that Kalliopi

[1] As the subject contract is not an WBE contract, any discussion concerning WBE requirements or operations has no relevance here.

Vournou is E&A's sole shareholder, officer and director. True and correct copies of the contract awards and the disclosure forms (that are in E&A's possession) are annexed hereto as Exhibit "C".

Whether Kalliopi Vournou's son, Antonios Vournou, or daughter, Jenny Sakalis, have referred to themselves as "Officers", "Owners Representative" or CFO, on LinkedIn or an industry website, have no legal significance. Again, Kalliopi Vournou is E&A's sole shareholder, officer and director as demonstrated by E&A's most recent corporate tax return, a true and correct copy of which is annexed hereto as Exhibit "D", and bond, a true and correct copy (demonstrating that Kalliopi Vournou, her husband Steven Vournou, and several investment entities which Kalliopi Vournou is a shareholder or member are the sole guarantors) of which is annexed hereto as Exhibit "E". The forms do not ask for "de facto" officers or key employees. Instead, the Principal Questionnaire Form calls for answers by "all officers and any individuals who hold a ten percent (10%) or greater ownership."

Last, whether individuals not associated with E&A believe that others are in fact officers of E&A is irrelevant, as the corporate books, records, tax filings and bond demonstrate that E&A has one shareholder, officer and director. Toward that end, since 2005, there has never been any formal corporate appointment of an officer other than Kalliopi Vournou.

Testimony and Interviews

Both Kalliopi Vournou and Antonios Vournou gave consistent testimony during their interviews with IG staff. Each consistently described Kalliopi Vournou as the sole shareholder, officer, and director. Each consistently described that Antonios Vournou would run the day to day operations in the field and that Jenny Sakalis would run the day to day operation in the office. Moreover, each consistently described that daily, the three would meet to discuss E&A matters, and tellingly, Kalliopi Vournou would be the final arbiter of any major decisions.

The mere fact that day to day operations are handled by individuals other than Kalliopi Vournou do not anoint the individuals to the status of officer or director. Nor would an arbitrary designation as "de facto" officers suggest that Ms. Sakalis or Mr. Vournou be considered officers, since the concept of a de facto officer, from a legal standpoint, is only intended to protect third parties relying on the alleged de facto officer's authority to contract for the company.[2]

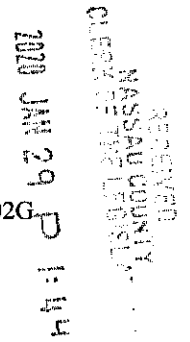
---

[2] The Court in *In re Gen. Vision Services, Inc.*, 423 B.R. 790 (S.D.N.Y. 2010) explained how a de facto officer may bind the corporation with respect to its dealings with third parties but is not, in fact, an officer de jure:

> One's status as a *de facto* officer is limited to the public and third persons interested in his acts, and beyond that he is a "mere usurper" whose acts are invalid. . . . In his relationship with the corporation itself, "a *de facto* director in not a director in law or in fact."

In re Gen. Vision Services, Inc., 423 B.R. at 794 (citations omitted); *see also* Stile v Antico, 272 A.D.2d 403, 404 (2d Dept. 2000) (noting that de facto director may bind the corporation but is not, in law or fact, a director); *In re*

B-5-20



NIFS ID: Department: Public Works

Capital: X

SERVICE: Family & Matrimonial Court-Ph II-B90632-02G

Contract ID #:B90632-02G NIFS Entry Date: Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	N

Vendor Info:	
Name: **E&A Restoration Inc.**	Vendor ID#: [redacted]
Address: [redacted]	Contact Person: [redacted]
[redacted]	[redacted]
	Phone: [redacted]

Department:
Contact Name: Rakhal Maitra, P.E.
Address: NCDPW 1194 Prospect Avenue Westbury, New York 11590
Phone: 516-571-9611

Routing Slip

Department	**NIFS Entry: X**	**02-OCT-19 -- LDIONISIO**
Department	**NIFS Approval: X**	**03-OCT-19 -- RDALLEVA**
DPW	**Capital Fund Approved: X**	**03-OCT-19 -- RDALLEVA**
OMB	**NIFA Approval: X**	**07-OCT-19 -- CNOLAN**
OMB	**NIFS Approval: X**	**04-OCT-19 -- NGUMIENIAK**
County Atty.	**Insurance Verification: X**	**03-OCT-19 -- AAMATO**
County Atty.	**Approval to Form: X**	**04-OCT-19 -- MMISRA**
CPO	**Approval: X**	**08-OCT-19 -- KOHAGENCE**

DCEC	**Approval: X**	**08-OCT-19 -- JCHIARA**
Dep. CE	**Approval: X**	**09-OCT-19 -- BSCHNEIDER**
Leg. Affairs	**Approval/Review: X**	**31-OCT-19 -- JSCHANTZ**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: This contract is for the General Construction to renovate the existing building at 101 County Seat Drive, Mineola, NY to house Family and Matrimonial Courts. The work includes complete interior fit-out of the core and shell of the building (constructed under Phase 1) including but not limited to selective demolition, and new architectural, structural, HVAC, mechanical, electrical, plumbing, fire protection and security improvements. The project also includes site restoration and improvements, including but not limited to new sidewalks, curbs, paving, drainage and landscaping.
Method of Procurement: The contract was publicly bid in accordance with General Municipal Law 103 and County Procurement Policy. E&A Restoration, Inc. was the lowest responsible bidder in the amount of $85,600,000.00. A total of seven (7) firms bid.
Procurement History: Bid documents were publicized and made available to contractors from July 5, 2019 until August 9, 2019. Bids were opened on September 3. 2019. Bid was advertised in the NYS Contract Reporter, Newsday and in eProcure for the duration.
Description of General Provisions: The contractor has 550 calendar days to complete this contract. The contract has an M/WBE utilization of 14.26%.
Impact on Funding / Price Analysis: Funds for this contract are available in Capital Project No. 90632. $85,600,000.00 to be encumbered.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	**90**
Resp:	**632**
Object:	**00004**
Transaction:	**CH**
Project #:	**90632**
Detail:	**002**

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 85,600,000.00
Other	$ 0.00
TOTAL	**$ 85,600,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
01	PWCAPCAP90632-002/00004	$ 85,600,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 85,600,000.00

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: E&A Restoration Inc.

2. Dollar amount requiring NIFA approval: $85600000

Amount to be encumbered: $85600000

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: 550 calendar days

Has work or services on this contract commenced? N ____

If yes, please explain:

4. Funding Source:

General Fund (GEN)	Grant Fund (GRT)	
X Capital Improvement Fund (CAP)		Federal % 0
Other		State % 0
		County % 0

Is the cash available for the full amount of the contract?	N
If not, will it require a future borrowing?	Y
Has the County Legislature approved the borrowing?	Y
Has NIFA approved the borrowing for this contract?	N

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This contract is for the General Construction to renovate the existing building at 101 County Seat Drive, Mineola, NY to house Family and Matrimonial Courts. The work includes complete interior fit-out of the core and shell of the building (constructed under Phase 1) including but not limited to selective demolition, and new architectural, structural, HVAC, mechanical, electrical, plumbing, fire protection and security improvements. The project also includes site restoration and improvements, including but not limited to new sidewalks, curbs, paving, drainage and landscaping.

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 Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberation s.

CNOLAN 07-OCT-19

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 Cou nty Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts for all relevant accounts and relevant Nassau County Legislature communication docu ments and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being su bmitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

B05-20

RULES RESOLUTION NO. -2020

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 E & A RESTORATION, INC.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract B90632-02G, for FAMILY & MATRIMONIAL COURT – PHASE II – AT 101 COUNTY SEAT DRIVE, MINEOLA, NY ["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of E & A RESTORATION, INC.,

["Vendor"] has submitted the lowest responsible bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the funding for this contract is from capital funds approved by the Nassau County Legislature and included in the current four year capital plan, and

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be $ 85,600,000 now therefore be it

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.

Jack Schnirman
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: E&A Restoration, Inc.

CONTRACTOR ADDRESS: 40 Willis Avenue, Syosset, NY 11791

FEDERAL TAX ID #: 11-3579414

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☑ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in Newsday, eProcure, and NYS Contracts [newspaper] on August 12, 2019 [date]. The sealed bids were publicly opened on September 3, 2019 seven [7] 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

10/2/14
Date

NOTE: *Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.*

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
KALLIOPI VOURNOU [INFO@EARESTORATION.COM]

Dated: 09/20/2019 10:52:04 AM

Vendor: E&A RESTORATION INC.

Title: PRESIDENT

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

NONE

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

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.

NONE

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

NONE

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby. separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:
KALLIOPI VOURNOU [INFO@EARESTORATION.COM]

Dated: 09/20/2019 10:39:08 AM

Vendor: E&A RESTORATION INC.

Title: PRESIDENT

The term <u>lobbying</u> shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" <u>does not include:</u> Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses. attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

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: KALLIOPI VOURNOU
Date of birth: [redacted]
Home address: [redacted]
City: [redacted]
Business Address: 40 WILLIS AVE.,
City: SYOSSET State: NY Zip Code: 11791
Telephone: (516) 921-7030
Other present address(es):
City: State: Zip Code:
Telephone:
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	11/01/2000	Treasurer	
Chairman of Board		Shareholder	11/01/2000
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
100% SHAREHOLDER

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, KALLIOPI VOURNOU , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, KALLIOPI VOURNOU , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

E&A RESTORATION INC.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
KALLIOPI VOURNOU [INFO@EARESTORATION.COM]

PRESIDENT
Title

09/20/2019 11:28:44 AM
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: 08/13/2019

1) Proposer's Legal Name: E&A RESTORATION INC.

2) Address of Place of Business: 40 WILLIS AVE.

City: SYOSSET State: NY Zip Code: 11791

3) Mailing Address (if different):

City: State: Zip Code:

Phone: (516) 921-7030

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 197496982

5) Federal I.D. Number: 11-3579414

6) The proposer is a: Corporation (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, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [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, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable

federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [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.

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.

All principals and staff of this corporation are required to recognize and disclose activities that might give rise to potential or actual conflicts of interest. In the event a conflict arises, the party involved is recused from any activity pertaining to the effected 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.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;
11/01/2000

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.
Kalliopi Vournou, President and corporate officer, resides at 7 Meadowbrook Rd, Syosset, NY 11791

iii) Name, address and position of all officers and directors of the company. If none, explain.
Kalliopi Vournou, President and corporate officer, resides at 7 Meadowbrook Rd, Syosset, NY 11791

iv) State of incorporation (if applicable);
NY

v) The number of employees in the firm;
28

vi) Annual revenue of firm;
45000000

vii) Summary of relevant accomplishments
see attachments named References which lists our completed projects

B. Indicate number of years in business.

19

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

E8A Restoration Inc. consists of a team with great expertise and knowledge of the construction industry. A specialized team is created for each individual project to ensure the goals are met and exceeded.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	The Liro Group		
Contact Person	Anton Dolce		
Address	30-30 Thomson Ave.		
City	Long Island City	State	NY
Telephone	(917) 559-8286		
Fax #			
E-Mail Address	dolcea@liro.com		

Company	Rudin Management		
Contact Person	Paul Mandel		
Address	345 Park Ave.		
City	New York	State	NY
Telephone	(212) 407-2504		
Fax #			
E-Mail Address	pmandel@rudin.com		

Company	Nassau County Dept of Public Works		
Contact Person	Joseph Amerigo		
Address	1194 Prospect Ave.		
City	Westbury	State	NY
Telephone	(516) 571-6804		
Fax #			
E-Mail Address	jamerigo@nassaucountyny.gov		

I, KALLIOPI VOURNOU , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, KALLIOPI VOURNOU , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: E&A RESTORATION INC.

Electronically signed and certified at the date and time indicated by:
KALLIOPI VOURNOU [INFO@EARESTORATION.COM]

PRESIDENT
Title

09/20/2019 11:21:57 AM
Date

E & A RESTORATION INC.
40 Willis Avenue, Syosset, NY 11791
516-921-7030 (T) • 516-921-0259 (F)

Projects Completed

Secure Detention for HORIZONS Juvenile Interim Facility
Location: Bronx, NY — Contract No. JJFACREN
Owner: NYC Department of Design & Construction, Anton Dolce 917-559-8286
Construction Cost: $55,000,000
Contract Award: 2/2/18 — Est. Completion: 10/31/19

211 E.70th Street
Location: Manhattan, NY — Contract No.321702+321601
Owner: Rudin Management, Paul Mandel 212-407-2504
Construction Cost: $70,000,000.00
Contract Award: 11/04/16 — Completed: 8/30/2019

Dormitory Renovations to Yaphank Correctional Facility
Location: Yaphank, NY — Contract No. N/A
Owner: Suffolk County Department of Public Works, Jay Abbott 631-852-4242
Construction Cost: $12,720,970.00
Contract Award: 1/20/15 — Completed: 5/2018

Nassau County Public Safety Center Phase III, Forensics Lab
Location: Westbury, NY — Contract No.B90230P03G
Owner: Nassau County Dept. Of Public Works, Joseph Amerigo 516-571-6804
Construction Cost: $24,320,608.54
Contract Award: 12/16/13 — Completed: 10/1/2018

Nassau Community College, Student Services Center
Location: Garden City, NY — Contract No. B7008901G
Owner: Nassau Community College, Scott Brugge 516-572-9786 x28330
Construction Cost: $11,712,215.22
Contract Award: 11/3/14 — Completed: 9/1/17

Nassau Community College, On Call General Contractor
Location: Garden City, NY — Contract No. CY98-113010-0946
Owner: Nassau Community College, Scott Brugge 516-572-9786 x28330
Construction Cost: $5,154,221.07
Contract Award: 2/17/11 — Completed: 3/31/16

Building Construction Requirements Contract, General Contractor
Location: Various Locations, Nassau County, NY — Contract No. B9040002G
Owner: County of Nassau, Michael Puleo 516-571-6917
Construction Cost: $10,000,000.00
Contract Award: 8/1/12 — Completed: 12/31/16

Hemsptead House Lintel Replacement & Window Rehabilitaiton
Sands Point, NY Contract No.B9E100016G
Owner: County of Nassau
Architect: Beatty Harvey Coco Architects, LLP (631) 300-1010
Construction Cost: $1,307,787.89
Contract Award: 11/25/13 Completed: 11/30/15

Rehabilitation of Sagamore Hill, National Historic Site
Oyster Bay, NY Contract No. SAHI-077375
Owner: National Park Service (303) 969-2344
Architect: John G. Waite Associates, Architects
Construction Cost: $8,554,579.39
Contract Award: 8/29/12 Completed: 7/31/14

Riverhead Building Renovtion, Suffolk Community College
Ammerman Campus, Selden, NY Contract No.CP2149, 2138, 2127
Owner: Suffolk County Community College
Paul Cooper (631) 451-4445
Architect: William F. Collins, AIA (631) 689-8450
Construction Cost: $12,750,000.00
Contract Award: 3/21/13 Completed: 12/31/14

Alterations to Criminal Court Building
Riverhead, NY Capital Project No. 1124
Architect: David Swift Architects (631) 351-5700
Construction Cost: $1,808,419.00 Completed: 12/1/14
Contract Award: 8/26/13

Plaza Deck Restoration, Phase II, Nassau Community College
Garden City, NY Contract No. B7006501G
Owner: Nassau Community College (516) 572-9786
Architect: RBA Group (973) 946-5634
Construction Cost: $3,136,380.10
Contract Award: 6/13/11 Completed: 10/30/14

Installation of Fire Sprinkler, Deepwells Mansion
Saint James, NY Capital Project No. 7510/7184
Owner: Suffolk County Dept. of Public Works (631)852.4391
Architect: Bladykas Engineering (516) 364-8700
Construction Cost: $405,327.00
Contract Award: 11/29/12 Completed: 6/2014

THE COUNTY OF NASSAU
OFFICE OF CONSUMER AFFAIRS
240 OLD COUNTRY ROAD, MINEOLA N.Y. 11501
Telephone 571-3871

The issuance and retention of this license is contingent upon the licensee's compliance with the laws of The State of New York and the County of Nassau, the rules and regulations of the Office of Consumer Affairs, and the rules and regulations of all other New York State and Nassau County agencies, now in effect or which may hereafter be enacted.

LICENSE FOR
HOME IMPROVEMENT CONTRACTORS

E&A CONSTRUCTION DIV OF E&A
RESTORATION INC
40 WILLIS AVENUE
SYOSSET NY 11791

LICENSE NO.	H18G7980000
DATE OF ISSUE	02/01/2019
EXPIRATION DATE	01/31/2021

COMMISSIONER

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED
DOES NOT CONSTITUTE A PLUMBING OR ELECTRICAL LICENSE

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: E&A RESTORATION INC.

Address: 40 WILLIS AVE.

City: SYOSSET State: NY Zip Code: 11791

2. Entity's Vendor Identification Number: 11-3579414

3. Type of Business: Closely Held Corp (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 file(s):
YES [ ] NO [X]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

KALLIOPI VOURNOU, 100% SHAREHOLDER
[redacted]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a

signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
KALLIOPI VOURNOU [INFO@EARESTORATION.COM]

Dated: 09/20/2019 11:34:50 AM

Title: PRESIDENT

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Brian Schneider, Deputy County Executive

FROM: Department of Public Works

DATE: September 18, 2019

SUBJECT: **RECOMMENDATION OF AWARD**

Contract No.: B9063202G

Nassau County Family and Matrimonial Court Phase 2

Bids received on September 3, 2019

I have examined the bids submitted for the contract mentioned above. Finding them to be in order, I recommend this contract be awarded to E&A Restoration Inc. as the lowest responsible bidder in the amount of $85,600,000.00. In order to facilitate processing of the above referenced contract, I request that the attached "Request to Initiate" form be approved.

Kenneth G. Arnold
Commissioner

KGA:RM:ss
c: Rakhal Maitra, Deputy Commissioner
Roseann D'Alleva, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner

APPROVED:

Brian J. Schneider 9/25/19
Brian J. Schneider Date
Deputy County Executive

DISAPPROVED:

Brian J. Schneider Date
Deputy County Executive

REQUEST TO INITIATE RTI Number 18-0437

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ ☐ RFP ☒ RFBC ☐ In-House or Requirements Work Order

Project Title: Family and Matrimonial Court - Phase 2

Department: Public Works Project Manager: R. LaBaw Date: 12/11/18

Service Requested: Request to bid construction contract

Justification: Phase 1 of the project is nearing completion. Phase 2, the interior fit-out, will complete project.

Requested by: DPW / Buildings Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) $79M
Circle appropriate phase

Total Project Cost: $81.5M
Includes design, construction and CM

Date Start Work: 4/2019
Phase being requested

Duration: 24 months
Phase being requested

Capital Funding Approval: YES ☐ NO ☐ [signature] 3/4/19 NO B.O. Needs 2019 Capital Plan Approval
SIGNATURE DATE

Funding Allocation (Capital Project): 90632
See Attached Sheet if multiyear ☐

NIFS Entered: [signature]
SIGNATURE DATE

AIM Entered: _____
SIGNATURE DATE

Funding Code: 90632-002
use this on all encumbrances

Timesheet Code: _____
use this on timesheets

State Environmental Quality Review Act (SEQRA):
Type II Action ☒ Environmental Assessment Form Required ☐
Supplemental Environmental Documentation _____

Department Head Approval: YES ☒ NO ☐ [signature] for Ken Arnold
SIGNATURE

DCE/Ops Approval: YES ☒ NO ☐ [signature] 3/4/19
SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

	Vendor	Quote	Comment
1.	E&A Restoration Inc.	$85,600,000.00	
2.	AWL Industries Inc.	$91,530,000.00	
3.	Sea Crest Construction	$91,727,000.00	
4.	Leon D. DeMatteis	$92,540,000.00	

See Attached Sheet ☐

DCE/Ops Approval: YES NO Signature _____

5.	Citnalta Construction	$93,248,000.00
6.	Delric Construction	$103,417,000.00
7.	Forte Construction	$105,555,000.00

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Kenneth G. Arnold, Commissioner

FROM: Rakhal Maitra, Deputy Commissioner

DATE: September 18, 2019

SUBJECT: **RECOMMENDATION OF AWARD**

Contract No.: **B90632-02G**
Title: **Nassau County Family and Matrimonial Court Complex Phase II**

Engineer's Estimate: **$92,140,087**

Bids Received On: **September 3, 2019**

The bids received for the above-mentioned contract have been examined and the bid submitted by E&A Restoration Inc. in the amount of Eighty-Five Million Six Hundred Thousand Dollars ($85,600,000.00) is acceptable as the lowest responsible bidder.

Since the low bid is below the Engineer's estimate and adequate funds are available (Capital Project No. 90632), it is requested that the Recommendation of Award be prepared for the Commissioner's signature and forwarded to the County Executive for her action.

Attached herewith please find a completed Staff Summary form for your information and use.

Rakhal Maitra
Deputy Commissioner

RM:ss

Attachment

c: Loretta Dionisio, Assistant to Deputy Commissioner
Robert Labaw, Architect IV
Brent, Chow, Gus Xenakis, Jacobs

Staff Summary- CONTRACTS

Subject Family and Matrimonial Court Phase II	Date September 17, 2019
Department Public Works	Vendor Name E&A Restoration, Inc.
Department Head Name Kenneth G. Arnold, Commissioner of Public Works	Contract Number B9063202G
Department Head Signature	Contract Manager Name
Project Manager Name Robert Labaw	

Required action	Check appropriate box	Date & Init.
Full legislative approval		
Rules Committee approval only		

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
	County Exec. or Deputy		Director of Leg. Affairs
	Budget		Counsel to C.E.

Purpose:

Interior fit out and site improvements to 101 County Seat Drive, Mineola to make property ready for use for Family and Matrimonial Courts and ancillary agencies.

Procurement history, if applicable:

Bid documents were publicized and made available to contractors from July 5, 2019 until August 9, 2019. Bids were opened on September 3. 2019.

Method of Procurement:

The contract was publicly bid in accordance with General Municipal Law 103 and County Procurement Policy. E&A Restoration, Inc. was the lowest responsible bidder in the amount of $85,600,000.00. A total of seven (7) firms bid.

General Provisions:

The contractor has 550 calendar days to complete this contract.

Impact on Funding/Price analysis:

Funds for this contract are available in Capital Project No. 90632.

Recommendation:

Approve as submitted.

ss

C18-143

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att.: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: December 27, 2018

SUBJECT: CSEA Notification of a Proposed DPW Contract
General Construction Services
Nassau County Family and Matrimonial Court – Phase 2
101 County Seat Drive / Mineola, NY
Proposed Contract No: B90632-02G

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:
General Construction Services

2. The work involves the following:
The project involves the adaptive re-use of an existing 255,000 SF building, which is located at 101 County Seat Drive, Mineola, NY and is being completed in phases. The first phase is currently in construction and includes site improvements, structural modifications and a new façade. Phase 2 will complete the interior fit out of the building including all mechanical, electrical, plumbing, HVAC and life safety system as well as miscellaneous site improvements.

3. An estimate of the cost is: $85,000,000.00

4. An estimate of the duration is: twenty-four (24) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Roseann D'Alleva, Deputy Commissioner, telephone 1-0525, fax 1-9657.

Roseann D'Alleva
Deputy Commissioner

RD:RM:pl
c: Christopher Nicolino, Director, Office of Labor Relations
Rakhal Maitra, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Diane Pyne, Unit Head, Human Resources Unit
Christopher Yansick, Unit Head, Financial Management Unit
Jonathan Lesman, Management Analyst II
Robert LaBaw, Architect IV

Nassau DPW B.I.D.S - Summary of Bid Opening

B90623-02G - General Contracting
Nassau County Family and Matrimonial Courts Phase II

9/3/2019

Bid Opening: 9/3/2019

Engineer: Robert LaBaw **Phone:** (516) 571-6812

Contractor	Address	Insurance	Payment	Bid Amount	Alternate Bid
E & A Restoration, Inc.	40 Willis Avenue, Suite 200 Syosset, NY 11791	Philadelphia Indemnity Insuranc	10% Amt Bid	$85,600,000.00	$0.00
AWL Industries, Inc.	460 Morgan Ave Brooklyn, NY 11222	Western Surety Company	10% Amt Bid	$91,530,000.00	$0.00
Leon D. De Matteis Construction Corp.	820 Elmont Road Elmont, NY 11003	Travelers Casualty and Surety C	10% Amt Bid	$92,540,000.00	$0.00
Citnalta Construction Corp.	1601 Locust Avenue Bohemia, NY 11716-2162	Travelers Casualty and Surety C	10% Amt Bid	$93,248,000.00	$0.00
Delric Construction Co., Inc.	845 Belmont Avenue North Haledon, NJ 07508-2358	Liberty Mutual Insurance Comp	10% Amt Bid	$103,417,000.0	$0.00
Forte Construction Corp.	926-C Lincoln Avenue Holbrook, NY 11741	Philadelphia Indemnity Insuranc	10% Amt Bid	$105,555,000.0	$0.00

The above is a review of the bids and subsequent list of all the bids that were read aloud at the public bid opening. Listed bids may be subsequently withdrawn or disqualified. The list does not reflect the Department's determination of the lowest responsible bidder.

FORM OF BID BOND

IMPORTANT The bidder shall instruct the Surety Company to follow the exact language of this form as any omission; addition or change in phraseology may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned E & A Restoration, 40 Willis Avenue, Syosset NY 11791

as Principal; and Philadelphia Indemnity Insurance Company, 325 Columbia Tpke, Florham Park NJ as surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of Ten Percent of the Amount Bid

dollars ($ 10% of the Amount Bid) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed and sealed this 5th day of August 20 19

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under

Contract No. B90632-02G for the

Family and Matrimonial Court - Phase II - 101 County Seat Drive, Mineola NY 11501
236,000 SF Interior Renovation

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of ninety (90) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and

b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and

c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Provided, however, that this bond is subject to the following additional conditions and limitations.

a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.

NO TEXT ON THIS PAGE

b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

E & A Restoration Inc.
Contractor

by Kalliopi Vournov (L.S.)
Title President

(Corporate seal of Contractor if a corporation)

by _____ (L.S.)
Title

by _____ (L.S.)
Title

Philadelphia Indemnity Insurance Company
Surety

by Patricia Von Posch (L.S.)
Title of Officer
Patricia Von Posch, Attorney-in-Fact

Attest: _____ (L.S.)
Title of Officer
Bond Assistant

(Corporate seal of Surety)

NO TEXT ON THIS PAGE

(Acknowledgment by Contractor if a corporation)

STATE OF NY
COUNTY OF Nassau } ss.:

On this 2nd day of September, 20 19, before me personally came Kalliopi Vournou to me known, who, being by me duly sworn, did depose and say for himself, that he resides in Syosset, NY that he is the President of the E&A Restoration Inc. the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

JENNY SAKALIS
Notary Public, State of New York
No. 01SA6093042
Qualified in Nassau County
Commission Expires September 02, 2019

Notary Public

(Acknowledgment by Contractor if a partnership)

STATE OF _____
COUNTY OF _____ } ss.:

On this _____ day of _____, 20_____, before me personally came _____ to me known, and known to me to be a member of _____ the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

_____
Notary Public

(Acknowledgment by Contractor if an Individual)

STATE OF _____
COUNTY OF _____ } ss.:

On this _____ day of _____, 20_____, before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

_____
Notary Public

NO TEXT ON THIS PAGE

(Acknowledgment by Surety Company)

STATE OF NEW YORK
COUNTY OF NASSAU } ss.:

On this 5th day of August, 20 19, before me personally came Patricia Von Posch to me known, who being by me duly sworn, did depose and say that he resides in Little Neck, NY that he is the Attorney-in-Fact of the Philadelphia Indemnity Insurance Company, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Notary Public further said that he is acquainted with Patricia Von Posch and knows him to be the Attorney-in-Fact of said company; that the signature of the said Patricia Von Posch subscribed to the within instrument is in the genuine handwriting of the said Patricia Von Posch and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Notary Public

Notary Public

FRED NASH ROE
Notary Public, State of New York
NO. 01RO-4815494
Qualified in Nassau County
Commission Expires July 1, 2023

FRED NASH ROE
Notary Public, State of New York
NO. 01RO-4815494
Qualified in Nassau County
Commission Expires July 1, 2023

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POWER OF ATTORNEY

FINANCIAL STATEMENT

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **John E. Roe Jr., Patricia Von Posch and Richard Kainz of Acrisure LLC, d/b/a City Underwriting Agency,** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Morgan Knapp, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Sept. 25, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

(Notary Seal)

Notary Public: Morgan Knapp

residing at: Bala Cynwyd, PA

My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of August, 2019.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus
(In thousands, except par value and share amounts)

Admitted Assets	As of December 31, 2018	2017
Bonds (fair value $7,036,118 and $6,911,411)	$ 7,018,246	$ 6,708,174
Preferred stocks (fair value $46,324 and $50,134)	46,213	48,537
Common stocks (cost $14,897 and $31,965)	14,853	33,817
Mortgage loans	473,067	400,590
Real estate:	1,514	3,264
Other invested assets (cost $211,099 and $234,382)	219,251	240,475
Derivatives	157	-
Receivables for securities sold	1,109	399
Cash, cash equivalents and short-term investments	65,668	140,468
Cash and invested assets	7,840,078	7,575,724
Premiums receivable, agents' balances and other receivables	968,304	831,770
Reinsurance recoverable on paid losses	34,694	33,935
Accrued investment income	82,576	86,998
Receivable from affiliates	5,480	6,611
Federal income taxes receivable	-	4,869
Net deferred tax asset	121,266	113,125
Other assets	5,886	89
Total admitted assets	$ 9,058,184	$ 8,653,171

Liabilities and Capital and Surplus		
Liabilities:		
Net unpaid losses and loss adjustment expenses	$ 4,581,608	$ 4,263,696
Net unearned premiums	1,616,043	1,533,201
Reinsurance payable on paid loss and loss adjustment expenses	30,374	23,931
Ceded reinsurance premiums payable	89,591	80,392
Commissions payable, contingent commissions and other similar charges	234,351	225,361
Federal income taxes payable	3,141	-
Funds held	81,944	83,909
Accrued expenses and other liabilities	37,382	33,890
Payable to affiliates	13,148	10,761
Provision for reinsurance	-	1
Payable for purchased securities	20,741	81,458
Total liabilities	$ 6,618,703	$ 6,536,802
Capital:		
Common stock, par value of $10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	4,500
Surplus:		
Gross paid-in and contributed surplus	386,071	386,071
Unassigned surplus	1,938,910	1,925,798
Total surplus	2,324,981	2,311,869
Total capital and surplus	2,369,481	2,316,369
Total liabilities and capital and surplus	$ 9,058,184	$ 8,653,171

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Attest:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Kimberly A. Kessleski, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Dec. 18, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Karen Gilmer-Pauciello, EVP & CFO

Sworn to before me this 21st day of May 2019.

Kimberly Kessleski, Notary

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CERTIFICATE OF SOLVENCY

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

STATE OF NEW YORK

DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

Philadelphia Indemnity Insurance Company

Of Bala Cynwyd, Pennsylvania

a corporation organized under the laws of the State of Pennsylvania and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $2,468,560,818 (Capital $4,500,000) as is shown by its sworn financial statement for the first quarter ending March 31, 2019, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have

unto set my hand and affixed

official seal of this Department
In the City of Albany, this

6th day of June 2019

Linda A. Lacewell
Acting Superintendent

By

Ellen R Buxbaum
Special Deputy Superintendent

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO. B90632-02G

NOTE: This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non responsive.

Contractor's Name and Address	Project Description (Project Title, Facility Name and Address):	Bid Date:	Total Contract Amt:
E&A RESTORATION INC. 40 Willis Ave, Syosset, NY 11791 Federal ID No.: 11-3579414	Family & Matrimonial Court Ph II 101 County Seat Drive Mineola, NY 11501	8/13/19	$35,600,000-

Indicate ANY work to be **self-performed** by the contractor in the following categories (check all that apply):

- ☐ Plumbing and Gas Fitting
- ☐ Steam Heating, Hot Water Heating, Ventilating and AC Apparatus
- ☐ Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e. **no subcontractors** will be used, please check this box [ ] ,skip to bottom of form, and sign it as required.

Subcontractor's Name, Address and Federal ID No.	Check (✓) *only* one. Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventilating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures	General Description of Work	Subcontractor's Contract Amt.
ARA PLUMBING CORP. 2102 Jackson Ave. Seaford, NY 11783 Federal ID No. 611454183	☑	☐	☐	PLUMBING	$2,650,000-
Universal Heating and AC 43 Jericho Tpke. Mineola, NY 11501 Federal ID No. 113983867	☐	☑	☐	HVAC	$11,660,000-
Elder Contracting Corp. 30 Corporate Dr. Hauppauge NY 11742 Federal ID No. 112466379	☐	☐	☑	ELECTRICAL, AV, Security, Telcom	$33,695,000-

This form must be filled out completely and legibly, signed by a company authorized representative and included in a **separate, sealed envelope** within the bid envelope. Use and additional page if needed.

Failure to complete this form accurately and in its entirety, may result in a non responsive bid determination.

Company Authorized Signature: _____ Title: President Date: 8/13/19

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PROPOSAL
To the County of Nassau

FAMILY AND MATRIMONIAL COURT – PHASE II
101 COUNTY SEAT DRIVE
MINEOLA, NY 11501

Contract No. B90632-02G

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Advertisement for Bids and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the plans and specifications for the amount named in the proposal hereinafter described.

In making this proposal the Bidder hereby declares that the Addenda which has been issued by the County of Nassau and has been received by him, that all provisions thereof have been complied with in preparing his bids.

Name of Bidder: E&A RESTORATION INC.
(Individual, Firm or Corporation, as case may be)

Bidder's Address: 40 Willis Ave., Syosset, NY 11791

Telephone: 516-921-7030 Date: 8/13/19

FAX: 516-921-0259 E-Mail: info@earestoration.com

NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING BLANKS:

Name of Partners	Residence of Partners
N/A	

NOTE: IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:

Organized under the laws of the State of: New York

Name of President: Kalliopi Vournou

President's Domicile: [redacted]

Name of Vice Pres: N/A

Vice Pres's Domicile: N/A

Corporate Officer: N/A Title:

Corporate Officer's Domicile: N/A

Corporate Officer: N/A Title:

Corporate Officer's Domicile: N/A

NO TEXT ON THIS PAGE

The Following Paragraphs are Applicable to the Contract

THE BIDDER AFFIRMS AND DECLARES:

1. That the above bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be entered into.

2. That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same work, and is in all respects fair and without collusion or fraud.

3. That said bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the County of Nassau.

4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

5. That he has carefully examined the site of the work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.

6. The bidder also declares that he has carefully examined and fully understands all the component parts of this Contract that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.

7. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities Glen Cove or Long Beach, the contractor shall be required to have such a license.

NO TEXT ON THIS PAGE

INFORMATION FOR BIDDERS

I. Rejection of Bids.

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. The bid on Unit Price Contracts, in the opinion of the Commissioner, contains unbalanced bid prices, where the unit price proposed for any item exceeds the estimated cost by more than fifteen percent (15%), or if any lump sum item bid exceeds the estimated cost by more than twenty-five percent (25%); or if
6. A determination that the bidder is not responsible is made in accordance with law.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Total Bid Computation

The Total bid will be computed by adding the sum of the unit price bid to the lump sum bid adjusted for alternate prices bid, if any. The comparison of unit price and lump sum contract elements is described below.

III. Unit Price Contract Elements, Comparison of Bids.

Bids on Unit Price Contract elements will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

IV. Lump Sum Contract Elements, Comparison of Bids.

Bids on lump Sum Contract Elements will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if any.

V. Apprenticeship Training Program.

For all contracts in excess of $500,000, attach here verification letter regarding your firm's having an approved State of New York Apprenticeship Training Program.

NO TEXT ON THIS PAGE

PROPOSAL: For all work in accordance with the drawings and specifications:

E&A RESTORATION INC.
(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number N/A

Firm or Corporation's Federal ID Number 11-3579414

Firm or Corporation's Municipal License ID Number H18G7980000

Municipal Licensing Agency Nassau County Office of Consumer Affairs

By: _____ Date: 8/13/19

(Print) Kalliopi Vournou Title: President

WHERE BIDDER IS A CORPORATION, ADD:

ATTEST: _____ Secretary

(CORPORATE SEAL)

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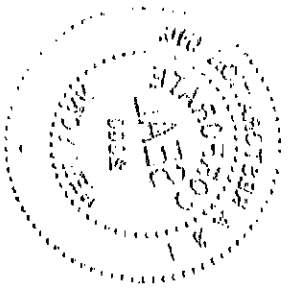

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name?
   19

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 19

   b. as a Subcontractor 19

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of Work	Percent Completed	Name and Address of Owner or Contracting Officer
see attached			

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of Work	Percent Completed	Name and Address of Owner or Contracting Officer
see attached			

(use additional blank sheets if additional space is necessary)

5. Have you:
   a. ever failed to complete any work awarded to You? No
      If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? No
      If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

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*Projects In Progress**

E&A RESTORATION INC.

Nassau County Police Training & Intelligence Center

Location: Perimeter Road, Garden City, NY
Owner: Nassau County Dept of Public Works
Contract Amount: $42,973,000
Contract Award: 8/1/18

Contract No. B50688-02g

% Completed: 12%
Est. Completion: 2/10/21

253 Broadway Landmark's Space Renovation

Location: New York, NY
Owner: NYC Department of Design & Construction
Contract Amount: $25,580,083
Contract Award: 3/30/16

Contract No. 20161423374

% Completed: 44%
Est. Completion: 9/16/2019

Nassau County Building Construction Requirements, General Construction

Location: Nassau County, NY
Owner: Nassau County Dept. Of Public Works
Contract Amount: $5,000,000
Contract Award: 11/17/17

Contract No. B9040003GR

% Completed: 3%
Est. Completion: 11/17/19

Nassau Community College, On Call General Contractor

Location: Garden City, NY
Owner: Nassau Community College
Contract Amount: $5,000,000
Contract Award: 7/14/14

Contract No. CY98-051314-18

% Completed: 14%
Est. Completion: 7/13/20

Job Order Contract for Emergency Response Services

Location: Manhattan/Bronx
Owner: New York City Department of Education
Contract Amount: $1,074,875.00
Contract Award: 4/15/14

Contract No. B2326

% Completed: 40%
Est. Completion: 4/15/20

E&A RESTORATION INC.

Projects Completed

Secure Detention for HORIZONS Juvenile Interim Facility
Location: Bronx, NY — Contract No. JJFACREN
Owner: NYC Department of Design & Construction
Construction Cost: $55,000,000
Contract Award: 2/2/18 — Est. Completion: 10/31/19

211 E.70th Street
Location: Manhattan, NY — Contract No.321702+321601
Owner: Rudin Management
Construction Cost: $70,000,000.00
Contract Award: 11/04/16 — Completed: 8/30/2019

Dormitory Renovations to Yaphank Correctional Facility
Location: Yaphank, NY — Contract No. N/A
Owner: Suffolk County Department of Public Works
Construction Cost: $12,720,970.00
Contract Award: 1/20/15 — Completed: 5/2018

Nassau County Public Safety Center Phase III, Forensics Lab
Location: Westbury, NY — Contract No.B90230P03G
Owner: Nassau County Dept. Of Public Works
Construction Cost: $24,320,608.54
Contract Award: 12/16/13 — Completed: 10/1/2018

Nassau Community College, Student Services Center
Location: Garden City, NY — Contract No. B7008901G
Owner: Nassau Community College
Construction Cost: $11,712,215.22
Contract Award: 11/3/14 — Completed: 9/1/17

Nassau Community College, On Call General Contractor
Location: Garden City, NY — Contract No. CY98-113010-0946
Owner: Nassau Community College
Construction Cost: $5,154,221.07
Contract Award: 2/17/11 — Completed: 3/31/16

Building Construction Requirements Contract, General Contractor
Location: Various Locations, Nassau County, NY — Contract No. B9040002G
Owner: County of Nassau
Construction Cost: $10,000,000.00
Contract Award: 8/1/12 — Completed: 12/31/16

40 WILLIS AVE., SUITE 200, SYOSSET, NY 11791
(516) 921-7030 * FAX: (516) 921-0259

E&A RESTORATION INC.

Nassau Community College, On Call General Contractor
Location: Garden City, NY — Contract No. CY98-113010-0946
Owner: Nassau Community College
Construction Cost: $5,000,000.00
Contract Award: 2/17/11 — Completed: 3/31/16

Building Construction Requirements Contract, General Contractor
Location: Various Locations, Nassau County, NY — Contract No. B9040002G
Owner: County of Nassau
Construction Cost: $10,000,000.00
Contract Award: 8/1/12 — Completed: 12/31/16

Jericho Public Library Emergency Repairs, Interior
Jericho, NY — Contract No.G
Owner: Jericho Public Library
Architect: H2M Architects & Engineers
Construction Cost: $33,577.92
Contract Award: 8/18/16 — Completed: 11/30/16

Jericho Public Library Emergency Repairs, Exterior
Jericho, NY — Contract No.G
Owner: Jericho Public Library
Architect: H2M Architects & Engineers
Construction Cost: $34,900.00
Contract Award: 8/18/16 — Completed: 11/30/16

Hemsptead House Lintel Replacement & Window Rehabilitaiton
Sands Point, NY — Contract No.B9E100016G
Owner: County of Nassau
Architect: Beatty Harvey Coco Architects, LLP (631) 300-1010
Construction Cost: $1,307,787.89
Contract Award: 11/25/13 — Completed: 11/30/15

Village of Babylon ADA Upgrades
Babylon, NY — Contract No. 1
Owner: Village of Babylon (631) 669-1500
Architect: Savik and Murray LLP (631) 467-7775
Construction Cost: $48,000.00
Contract Award: 9/12/12 — Completed: 6/1/2015

Indiana Avenue Firehouse Replacement of Carport Ceiling
Long Beach, NY — Contract No. N/A

40 WILLIS AVE., SUITE 200, SYOSSET, NY 11791
(516) 921-7030 * FAX: (516) 921-0259

E&A RESTORATION INC.

Owner: City of Long Beach Dept. of Public Works
Architect: Frank G. Relf Architect, PC (631) 271-4432
Construction Cost: $97,500.00
Contract Award: 11/6/14 Completed: 5/8/15

Rehabilitation of Sagamore Hill, National Historic Site
Oyster Bay, NY Contract No. SAHI-077375
Owner: National Park Service (303) 969-2344
Architect: John G. Waite Associates, Architects
Construction Cost: $8,554,579.39
Contract Award: 8/29/12 Completed: 7/31/14

Riverhead Building Renovtion, Suffolk Community College
Ammerman Campus, Selden, NY Contract No.CP2149, 2138, 2127
Owner: Suffolk County Community College
Paul Cooper (631) 451-4445
Architect: William F. Collins, AIA (631) 689-8450
Construction Cost: $12,750,000.00
Contract Award: 3/21/13 Completed: 12/31/14

Alterations to Criminal Court Building
Riverhead, NY Capital Project No. 1124
Architect: David Swift Architects (631) 351-5700
Construction Cost: $1,808,419.00 Completed: 12/1/14
Contract Award: 8/26/13

Plaza Deck Restoration, Phase II, Nassau Community College
Garden City, NY Contract No. B7006501G
Owner: Nassau Community College (516) 572-9786
Architect: RBA Group (973) 946-5634
Construction Cost: $3,136,380.10
Contract Award: 6/13/11 Completed: 10/30/14

Installation of Fire Sprinkler, Deepwells Mansion
Saint James, NY Capital Project No. 7510/7184
Owner: Suffolk County Dept. of Public Works (631)852.4391
Architect: Bladykas Engineering (516) 364-8700
Construction Cost: $405,327.00
Contract Award: 11/29/12 Completed: 6/2014

Locker Room Rehabilitation, Long Beach Recreation Center
Long Beach, NY Contract No. 00082907-00
Owner: City of Long Beach (516) 431-1011

40 WILLIS AVE., SUITE 200, SYOSSET, NY 11791
(516) 921-7030 * FAX: (516) 921-0259

c. ever been declared a non-responsible bidder by any municipality or public agency? No
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

.....

.....

.....

d. ever been barred from bidding municipal or public contracts? No
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

.....

.....

.....

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? No
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

.....

.....

.....

b. that has ever been defaulted on a contract? No
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

.....

.....

.....

c. that has ever been declared a non-responsible bidder by any municipality or public agency? No
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

.....

.....

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d. that has ever been barred from bidding municipal or public contracts? No
If so, state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? No
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

NONE

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

NONE

10. In what other lines of business are you financially interested?

N/A

NO TEXT ON THIS PAGE

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
see attached				

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
see attached			

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found. AGREED (KW)

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

NONE MORTGAGED AT THIS TIME

(use additional blank sheets if additional space is necessary)

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E&A RESTORATION INC.

CONSTRUCTION PERSONNEL

KALLIOPI VOURNOU, President
Decades of experience in the construction industry. Duties include financial decisions, cost management, banking, creating and implementing company policies

ANTONIOS VOURNOU, Operations Manager
Supervises field operations and manpower on all ongoing projects. In charge of company's Estimating Department and actively involved in reviewing bid documents, doing take-offs and subcontractor/vendor buyouts. In charge of the review and negotiation of Prime and Subcontract Agreements. Expertise in coordination of multi trade projects from take-off to completion. Experience in all interior and exterior types and phases of construction Oversees and coordinates with all departments of company including project management, accounting and scheduling. BS in Architectural Technology.

JENNY SAKALIS, Office Manager / Human Resources
Over 15 years of experience in the commercial/public work sector. Works with project team to prepare and execute projects from award to completion. Office Management. Human Resources. Responsible for hiring and firing of employees. Company bookkeeping including accounts payable, accounts receivable, billing and job cost. Manages, generates and signs payroll checks and certified payrolls. Negotiating bonding and insurance for company. Involved in projects from pre bid phase through the bidding process and from award to completion. MS in Childhood Education. BA in Psychology and Biology.

GIOVANNI OLIVERI, Certified LEED Professional / Estimator
Prepare and submit LEED documentation, prepare estimates and take offs under the supervision of the chief estimator, assist with entire bidding process, transmit & discuss drawings and specifications with various subcontractors. BS in Construction Management, Engineering and Technology. LEED Green Associate Certification.

DINO ROSSI, Project Manager
Mr. Rossi is a construction professional with over 36 years of experience in project management, construction supervision, and construction safety. His extensive experience managing projects under out employ and prior to his work with E&A Restoration makes him the ideal Project Manager. Mr. Rossi is a strong, dynamic manager with extensive New York City and New York State Agency background, and a proven track record managing his projects. New York City Certified Site Safety Manager. BS in Civil Engineering

ANGIE NUNEZ, Assistant Project Manager
30 years of construction administration experience. Serves as assistant to Project Managers and Superintendents for multiple projects. Prepares payment applications, submittals, reports, project correspondence, proposals, closeout documents, subcontracts and purchase orders, manages insurance certificates for subcontractors and maintains all project documentation.

KENNETH J. EADS JR., Superintendent
20 years of construction experience. Supervises and coordinates subcontractors, labor, material and equipment. Works hands-on in the field. Certified Carpenter Foreman.

E & A RESTORATION INC.
40 Willis Avenue, Syosset, NY 11791
516-921-7030 (T) • 516-921-0259 (F)

EQUIPMENT LIST

The following Equipment is located at:

E & A Restoration Inc.
40 Willis Avenue
Syosset, NY 11791

Vans, dumptrucks, pickup trucks scaffolding, bob cat
gas saws, generators, welding machines, compactor, chip guns, grinders
concrete chute, lighting, kettles, trailers, kickers and vibrator.

E & A RESTORATION INC.

40 Willis Avenue, Syosset, NY 11791
516-921-7030 (T) • 516-921-0259 (F)

Insurance Information

General Liability:	
Travelers Indemnity Co. of America	2,000,000 / 4,000,000
Policy Duration:	02/27/19 - 02/27/20
Policy Number:	DT-CO-7G593699-IND-19
Workers Compensation:	
The Phoenix Insurance Company	Statutory
Policy Duration:	04/01/19 - 04/01/20
Policy Number:	UB-3K167263-19-26-G
Umbrella:	
Travelers Indemnity Co. of America	5,000,000
Policy Duration:	02/27/19 - 02/27/20
Policy Number:	CUP-3J368908-19-26
Philadelphia Indemnity Insurance Co.	4,000,000
Policy Duration:	02/27/19 - 02/27/20
Policy Number:	PHUB665330
Automobile Liability:	
Travelers Indemnity Co. of America	1,000,000
Policy Duration:	02/27/19 - 02/27/20
Policy Number:	BA-7G775089-19-CNS
Disability:	
Shelter Point Life Insurance Company.	Statutory
Policy Duration:	01/01/19 - 12/31/19
Policy Number:	D224598

14. In what manner have you inspected this proposed work? Explain in detail.

STUDIED CONTRACT DOCUMENTS AND ATTENDED WALK THROUGHS

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

WE PLAN TO HIRE A PROFESSIONAL SURVEYING COMPANY TO LAY OUT ALL THE PROPOSED WORK THAT IS PROPOSED TO BE BUILT PER THE CONTRACT DOCUMENTS PLANS & SPECIFICATIONS.

ALL ONGOING WORK WILL BE DONE WITH OSHA STANDARDS/GUIDELINES.

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

MICHAEL CELENTANO → PROJECT MANAGER

JAMES W. SORGE → SENIOR SUPERINTENDENT/PM

KEN EADS → SENIOR SUPERINTENDENT FOR ARCHITECTURAL

SEAN JOINER → SENIOR SUPERINTENDENT FOR ME&P TRADES

RESUMES ATTACHED.

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term
see attached			

NO TEXT ON THIS PAGE

E&A RESTORATION INC.

Michael Celentano

Project Manager

Education

New York University, Master's Degree, Structural Engineering

Dowling College, Master's Degree, Business Management

Lafayette College, Bachelor of Science, Civil Engineering

Lafayette College, Bachelor of Arts, Corporate Finance

Licenses/Registrations

4-hour Mast Climber User
4-hour Pipe Scaffold User
OSHA 30-hour
7 Hour Site Safety Manager
2012- IBC Structural Steel & Bolting Certification
2012 – IBC Welding Certification
ACI Technician Grade 1

Years With This Firm: 3
Years With Other Firms: 6

Professional Profile

Michael is a professional with experience in project management, construction supervision and construction safety. He has a strong capability for effective management of projects and document control.

Experience

E&A Restoration Inc., Project Manager
Rudin Management – Façade Over-Cladding 211 East 70th Street
Rudin Management – Base of Buildings and Gardens 211 East 70th Street

Responsible for the management of a $70,000,000.00 renovation project which includes both work on the façade and base of building garden rehabilitation. Responsibilities included providing financial spreadsheets for projected and forecasted Owner costs, overall budgets and forecasts to completion, issuing field corrective actions for conflicts found with existing conditions in coordination with the Architect and Engineer of Record, up to date in field schedules and projections, contract negotiations, buyout and contract management for subcontractors, negotiation of extra work tasks, constructability reviews of Architect's issued drawings prior to bidding, coordinating daily activities, review and approval of contractor's progress payments.

Nassau County Public Safety Center Forensic Laboratory, Office Engineer

Management of the construction of the facility that serves as the Nassau County Crime Investigation Unit. The project included offices, laboratories, an automotive unit and firing range including all the MEP supporting these spaces. Responsibilities included tracking and logging of all the contract documents including submittals, shop drawings and correspondence in Prolog Project Management System, working with the general contractor in coordination of day to day activities with the building tenants, coordination of the construction schedule so that the facility operations were not affected, performing inspection services and coordinating and arranging Nassau County testing and special inspections.

Middle Neck Road Drainage Improvements, Office Engineer & Construction Inspector

Responsible for all of the record keeping and contractor progress payments for this time sensetive, complex project. Managed test pits and noted the locations of underground utilities to prevent conflict during the excavation and construction process. Provided inspection services for 8" and 12" water main relocations including a Hydro-stop (wet-tap) installation of full body mechanical joint fittings, new water main valves and boxes and a sprinkler service connection. Also provided inspection services for all concrete and soil compaction.

Other Projects Include:

Landmarks Preservation Commission, Renovation to 253 Broadway
234 East 70th Street, 09-2040, NY, NY
4075 RT-9 North, NJ
62 Avenue B, 11-2442, NY, NY
JFK AP, LLC Brooklyn, NY
355 East 19th St. NY, NY
448 W. 167th St. NY, NY
197-199 Mott Street, NY, NY
Marriott-Renaissance Hotel, Cincinnati, Ohio

E&A RESTORATION INC.

James W. Sorge
P.E./General Superintendent

Education
Manhattan College, Civil Engineering

Licenses/Registrations
Professional Engineer-State of New York

Licensed Superintendent-NYC Dept. of Buildings

Years With This Firm: 1
Years with Other Firms: 33

Professional Profile
James is a New York State Professional Engineer and licensed superintendent with over 33 years of experience in construction project management, supervision, and safety. James has a strong background in building and heavy construction, site work and construction logistics. His project experience includes many notable structures throughout the New York Metropolitan Area and Long Island. He is an exceptional leader with strong leadership skills, an incomparable coaching trait which make him asset to any setting.

Experience
E&A Restoration Inc., General Superintendent
Supervision of all construction activities.
Direction and coordination of subcontractors and field crews.

Petracca and Sons Inc., Vice President/General Superintendent
Supervised/Managed the pricing, scheduling, and construction of the following structures: P.S. 335, P.S. 798, 800 Bed Addition Rikers RMSC, P.S. 253, P.S. 234, P.S. 69, P.2. 340, Richmond Hill Yard & Shop Improvements, Morse Diesel International, New Queens Civil Courthouse, Reconstruction on the LIE at Sagtikos Parkway, Construction of a Communicable Disease Unit (Phase II & Phase I Rikers Island), Sprung Structures (Rikers Island), LIE vehicular and pedestrian bridges

E&A RESTORATION INC.

Ken Eads

Project Superintendent

Education

Long Island University/CW Post, Numerous Continuing Education Classes

Empire State Carpenters Local 7 Trade School

Licenses/Registrations

4-hour Mast Climber User
4-hour Pipe Scaffold User
OSHA 30-hour

Years With This Firm: 13
Years with Other Firms: 15

Professional Profile

Ken has over 30 years of construction experience. He has worked as a carpenter since high school and within 5 years was running complex projects as a foreman. Ken started coordinating other trades while acting as a carpenter foreman and was eventually elevated to a project superintendent. He has a strong fundamental knowledge and construction insight and has saved numerous hours of work on several projects, coordinating all the trades to minimize "hits" amongst the trades. His determination and relentless pursuit of excellence has paved the way to the repeated success of completing projects ahead of schedule.

Experience

E&A Restoration Inc., Project Superintendent

Since coming to work for E&A Restoration in 2004, Ken has handled an increased amount of responsibility on the projects assigned to him. He has displayed an ease at handling projects with little interference from the management team and/or the design team. He is a loyal, energetic, and conscientious individual; always putting the needs of the project first. Ken was the Site Superintendent for the Rehabilitation of Sagamore Hill, home of President Theodore Roosevelt and was instrumental in its success.

Projects include:

- Rudin Management – Façade Over-Cladding 211 East 70th Street
- Rehabilitation of Sagamore Hill National Historic Site
- Nassau County Public Safety Center Phase II & III
- MTA LI Bus Paratransit Facility Modifications
- Nunley's Carousel Building

Ken was also the Project Superintendent on numerous school, firehouse, office building, libraries and mall projects

Godsell Construction Corporation, Carpenter Foreman

During his employ Ken worked on numerous public works projects, but mainly concentrated on public school work in Nassau and Suffolk Counties. While assigned to work at William Paca Middle School, Ken distinguished himself as someone who could manage multiple tasks of enormous responsibility with very little supervision. Immediately after finishing this project, where E&A Restoration was the CM, he was hired to work with E&A. During his tenure at Godsell, Ken completed work on several schools which were all completed on time. He also ran all the complex carpentry work, millwork fabrication/installation and wood floor installation at the Cold Spring Harbor Library.

Aurora Contractors/Expressway Acoustics, Carpenter Foreman

While employed here, Ken worked mainly as the lead Carpenter Foreman in a setting where there was several other carpenter foremen, working under his supervision. Here he completed school projects where the case work was in excess of $3M. He displayed an acute understanding of coordinating skilled carpenters as they related to tasks within the trade. During his time of employ he completed projects in excess of $5M on libraries, hospitals, firehouses, and police stations. Additionally he was instrumental in the successful build outs of several strip malls in Nassau and Suffolk Counties.

E&A RESTORATION INC.

Sean Joiner
Senior Superintendent

Military
United States Army
1987-1996

Licenses/Registrations
OSHA 10-hour

Professional Profile
Senior Superintendent with extensive expertise in the mechanical, electrical and plumbing (MEP) industry. Heavy experience overseeing large scale projects from permits to project completion in commercial, residential, industrial and retail facilities. Demonstrates ability to build and maintain solid client relationships, engage and motivate project crew and resolve issues efficiently and expeditiously. Possesses extensive knowledge in the general contracting field focusing on environmental and regulatory compliance to OSHA and city ordinance. Proficient in Auto CAD and Building Information Modeling (B.I.M.).

Experience

E&A Restoration, Inc., Senior Superintendent
Senior Superintendent for the Horizon Juvenile Detention Facility Project for the New York City Department of Design & Construction.

LP Ciminelli Construction Management, Senior Superintendent
Directed the daily operations and coordination of mechanical and electrical trades. Served as the intermediary for client and multiple state agencies including but not limited to Metropolitan Transportation Authority (MTA), Staten Island Railway (SIRTOA), New York City Department of Transportation and New York City Police Department. Engaged in the procurement process, collaborated with clients, designers and architects throughout the design to development stages. Facilitated weekly coordination meetings with subcontractors and B.I.M design teams. Notable projects include a $450 million outlet mall and high end restaurants within a twelve-story 5 Star luxury hotel.

GFI Development Company, MEP Superintendent
Presided over all MEP trades for a 500,000 square feet landmark, built in 1883 that was restored into a 5 Star Thompson Hotel. The hotel included high end restaurants for celebrity chefs, as well as an exclusive lounge and nightclub.

Turner Construction, MEP Superintendent
Scheduled all trades preparations and parameters at multiple construction sites. Monitored overall project progress, verified trades were insured, permitted and bonded. Conformed with milestones and coordinated final test inspections with subcontractors and /or building owners. Achieved total MEP upgrades to existing systems that included IT infrastructure such as power, HVAC and fire protection and demolition to white box status along with restrooms. Notable projects include $100 million Superstorm Sandy Rehabilitation Project and $100 million worth of various commercial, retail and residential projects.

PAR Fire Protection, Project Manager / General Superintendent
Interfaced with general contractors on multiple projects performed within budget and projected timelines. Sought new clients, initiated and conducted project kick-off meetings with general contractors and owners. Coordinated and/or conducted pump tests, inspections, and start-ups (fire/special service/booster). Monitored project progress and

distributed cost codes and breakdown information to accounting department. Secured bonds, insurance, certifications, and other administrative and compliance related documents such as permits and project lifecycle reports. Facilitated project close out meetings, reviewed actual costs verses budget, identified shortcomings and windfalls.

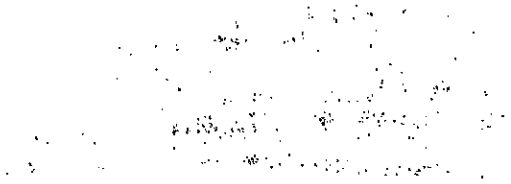
Sirina Fire Protection, Project Manager

Managed fire protection and suppression projects from bid coordination to project close out. Conducted client meetings providing scheduling and completion overview to include status updates. Rendered premium services that established strong business partnerships with steamfitters and general contractors. Maintained monthly estimated cost log and reports. Assigned as Project Engineer, when required.

Reliable Fire Protection, Supervisor

Inspected installations and completed administrative functions for various residential and commercial projects. Prepared budgets of up to $1.2 million, produced schedule of values, processed monthly requisitions, purchased material and hardware, prepared and logged change order requests. Monitored crew performance and quality of work for up to 15 employees. Performed air and hydrostatic testing on systems, installed sprinkler systems and dispatched maintenance crews to emergency calls. Attended job meetings with general contractors and subcontractors that enabled final close out under or at estimated budget. Appointed as Project Engineer, when needed.

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.



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NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK }
COUNTY OF NASSAU } ss.:

Kalliopi Vournou Being duly sworn, deposes and says:
That he resides at [redacted] Street,
in the City of [redacted] that he is the President of
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me
this 13 day of August, 20 19.

Notary

JENNY SAKALIS
Notary Public, State of New York
No. 01SA6098042
Qualified in Nassau County
Commission Expires September 02, 2019

(Form of Affidavit where Bidder is a firm)

STATE OF NEW YORK }
COUNTY OF NASSAU } ss.:

.....Being duly sworn, deposes and says:
That he is a member of .....
the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this .....day of....., 20.....

Notary

(Form of Affidavit where Bidder is an individual)

STATE OF NEW YORK }
COUNTY OF NASSAU } ss.:

.....Being duly sworn, deposes and says:
That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this .....day of....., 20.....

Notary

NO TEXT ON THIS PAGE

BID FORM

FAMILY AND MATRIMONIAL COURT - PHASE 2
101 COUNTY SEAT DRIVE, MINEOLA
NEW YORK, 11501
CONTRACT NO. B90632-02G

NAME OF BIDDER: E&A RESTORATION INC

TO BE COMPLETED BY BIDDER SUBMITTING BID ON
FAMILY AND MATRIMONIAL COURT - PHASE 2
101 COUNTY SEAT DRIVE, MINEOLA, NEW YORK
CONTRACT NO. B90632-02G

ITEM NO.	TYPE	DESCRIPTION	BID PRICE Dollars	BID PRICE Cents
1	Base Bid (Lump Sum)	LUMP SUM PRICE for furnishing all labor, equipment, materials, supervision and incidentals necessary to complete the work and make ready for operation.	$ 4,470,000	—
2	Lump Sum	LUMP SUM PRICE for furnishing all labor, materials and equipment required for preparation and updating of a CPM (Critical Path Method) Progress Schedule for the duration of the Project. NOTE: The Lump Sum bid amount shall not be less than Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00).	$ 250,000	00
3	Allowance	ALLOWANCE NO. 1: for reimbursement of fees by Utility providers for new Gas, Electric, Telephone and Data connections and ancillary materials and/or equipment.	$ 200,000	00
4	Allowance	ALLOWANCE NO. 2: for unforeseen conditions not specifically characterized in the Contract Documents, but required to complete the project.	$ 300,000	00
5	Allowance	ALLOWANCE NO. 3: for additional construction work required for modification of existing storm piping as required for coordination.	$ 200,000	00
6	Allowance	ALLOWANCE NO. 4: for material and labor for American Flag and Wall Mount Bracket in the Court Room/Hearing Rooms.	$ 30,000	00
7	Allowance	ALLOWANCE NO. 5: for the Integrity Monitor from the County's pre-approved panel of monitors.	$ 150,000	00

BID FORM

FAMILY AND MATRIMONIAL COURT - PHASE 2
101 COUNTY SEAT DRIVE, MINEOLA
NEW YORK, 11501
CONTRACT NO. B90632-02G

NAME OF BIDDER: E&A RESTORATION INC

TO BE COMPLETED BY BIDDER SUBMITTING BID ON
FAMILY AND MATRIMONIAL COURT - PHASE 2
101 COUNTY SEAT DRIVE, MINEOLA, NEW YORK
CONTRACT NO. B90632-02G

TOTAL BASE BID PRICE AND ALLOWANCES (ITEMS 1 THRU 7) WRITTEN IN NUMBERS	$85,600,000 -

TOTAL BASE BID PRICE AND ALLOWANCES (ITEM NO. 1 THRU 7) WRITTEN IN WORDS:
EIGHTY FIVE MILLION SIX HUNDRED THOUSAND DOLLARS & ZERO CENTS.

NOTE TO BIDDER: Include a separately sealed envelope containing a list of all subcontractors the bidder will use to perform (*a*) plumbing and gas fitting, (*b*) heating, ventilating and air conditioning, and (*c*) electric wiring and standard illuminating fixtures; and the respective agreed-upon amount to be paid to each subcontractor. Write on the outside of the envelope the bidder's name, the contract number, and the words "List of Subcontractors".

ADDENDUM NO. 1 - AUGUST 05, 2019
ADDENDUM NO. 2 - AUGUST 12, 2019
ADDENDUM NO. 3 - AUGUST 21, 2019

Exhibit B

NO TEXT ON THIS PAGE

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

NO TEXT ON THIS PAGE

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

NONE

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

NONE

NO TEXT ON THIS PAGE

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.

N/A

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: 8/13/19

Signed: [signature]

Print Name: Kalliopi Vournou

Title: President

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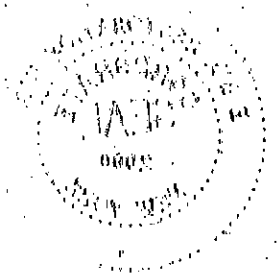

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

NO TEXT ON THIS PAGE

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: 8/13/2019

1) Proposer's Legal Name: E & A RESTORATION INC.

2) Address of Place of Business: 40 Willis Ave, Syosset, NY 11791

List all other business addresses used within last five years:
NONE

3) Mailing Address (if different): SAME AS ABOVE

Phone: 516 921-7030

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: 197496982

5) Federal I.D. Number: 11-3579414

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____
✓ Corporation ___ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ___ No ✓ If Yes, please provide details: _____

NO TEXT ON THIS PAGE

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 ✓

NO TEXT ON THIS PAGE

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ✓ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No ✓ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No ✓; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No ✓ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

All principals and staff of this corporation are required to recognize and disclose activities that might give rise to potential or actual conflicts of interest. In the event a conflict arises, the party involved is recused from any activity pertaining to the effected project.

NO TEXT ON THIS PAGE

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; 11/1/2000

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner:
Kalliopi Vournou - 100% Shareholder - [redacted]

iii) Name, address and position of all officers and direct
Kalliopi Vournou - President - same address as in item ii

iv) State of incorporation (if applicable);
New York

v) The number of employees in the firm;
20-27

vi) Annual revenue of firm;
45 MILLION

vii) Summary of relevant accomplishments
SEE ATTACHED PROJECTS COMPLETED.

viii) Copies of all state and local licenses and permits.
see attached HI license

B. Indicate number of years in business.
+ 19 years

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company SEE ATTACHED REFERENCES

Contact Person

Address

City/State

Telephone

Fax #

E-Mail Address

NO TEXT ON THIS PAGE

E&A RESTORATION INC.

Client References

Claude O'Neil, NYC DDC Project Exceutive,
30-30 Thomson Avenue, Long Island City, NY 11101
oneilcl@ddc.nyc.gov
718-391-1606

Alexander Brafman, NYC DDC,
30-30 Thomson Avenue, Long Island City, NY 11101
BRAFMANA@ddc.nyc.gov
718-391-1122

Arthur Johnson, Architect P.C Spector Group
220 Crossways Park Dr W, Woodbury, NY 11797
(516) 365-4240

Paul Mandel, VP Design of Construction, Rudin Management,
345 Park Avenue, NY, NY 101541
212-407-2504

THE COUNTY OF NASSAU
OFFICE OF CONSUMER AFFAIRS
240 OLD COUNTRY ROAD, MINEOLA N.Y. 11501
Telephone 571-3871

The issuance and retention of this license is contingent upon the licensee's compliance with the laws of The State of New York and the County of Nassau, the rules and regulations of the Office of Consumer Affairs, and the rules and regulations of all other New York State and Nassau County agencies, now in effect or which may hereafter be enacted.

LICENSE FOR
HOME IMPROVEMENT CONTRACTORS

E&A CONSTRUCTION CORP. OF E&A
RESTORATION INC.
90 WILLIAM AVENUE
BALDWIN NY 11791

LICENSE NO. H19G7986000
DATE OF ISSUE 02/01/2019
EXPIRATION DATE 01/31/2021

COMMISSIONER

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED
DOES NOT CONSTITUTE A PLUMBING OR ELECTRICAL LICENSE

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

NO TEXT ON THIS PAGE

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, Kalliopi Vournou, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 13 day of August 2019

Notary Public

JENNY SAKALIS
Notary Public, State of New York
No. 01SA6098042
Qualified In Nassau County
Commission Expires September 02, 2019

Name of submitting business: E&A RESTORATION INC.

By: Kalliopi Vournou
Print name

Signature

President
Title

08/13/2019
Date

Rev. 3-2016

NO TEXT ON THIS PAGE

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: E & A RESTORATION INC.

Address: 40 WILLIS AVE

City, State and Zip Code: SYOSSET, NY 11791

2. Entity's Vendor Identification Number: 11-3579414

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):

Kalliopi Vournou - PRESIDENT / OFFICER

[redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Kalliopi Vournou - 100% shareholder

[redacted]

NO TEXT ON THIS PAGE

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

NO TEXT ON THIS PAGE

(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: 8/13/2019 Signed:

Print Name: Kalliopi Vournou

Title: President

NO TEXT ON THIS PAGE

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.

NO TEXT ON THIS PAGE

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Kalliopi Vournou, President — 08/13/2019
Name and Title of Authorized Representative — m/d/yy

Signature — 8/13/19 Date

E&A RESTORATION INC.
Name of Organization

40 Willis Ave, Syosset, NY 11791
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

NO TEXT ON THIS PAGE

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

NO TEXT ON THIS PAGE

MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,

Yes ___ No ✓

if yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ___ No ___

(Contractor's Signature)

E&A RESTORATION INC.
(Name of Business)

NO TEXT ON THIS PAGE

IRAN DIVESTMENT ACT – CERTIFICATION

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

☑ a. **Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,

___ b. **Certification that the Bidder's investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

Signature/Date 8/13/19

Kalliopi Vournou, President
Print Name and Position

E&A RESTORATION INC.
40 WILLIS AVE.
SYOSSET, NY 11791

NO TEXT ON THIS PAGE

DETERMINATION OF LOW BID. Determination of low Bid will be made by comparing the total Bid which shall include the lump sum Base Bid price, unit price totals and allowances, minus the Deduct Alternate(s), taken in order, or none of them, whichever amount(s) shall be judged by the Commissioner of Public Works to be in the best interest of the County.

NO TEXT ON THIS PAGE

MAJOR EQUIPMENT ITEMS: The Bidder shall fill the name and address of the proposed system suppliers for the major equipment items tabulated hereinafter. It is expressly understood that the furnishing of this information will not relieve the Bidder of any requirements of the Contract Documents and failure to fill out properly is grounds for rejection.

Specification Number	Description	Manufacturer and/or Supplier
236220	ROOF TOP AC & HEAT UNITS	AAON/GILBAR
263214	GENERATOR	CUMMINS
142123	ELEVATORS	SCHINDLER

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

PROPOSAL: For all work in accordance with the drawings and specifications:

E&A RESTORATION INC.
40 WILLIS AVE.
SYOSSET, NY 11791

(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number: N/A

Firm or Corporation's Federal ID Number: 11-3579414

Firm or Corporation's Municipal License ID Number: H18 G7980000

Municipal Licensing Agency: Nassau County Office of Consumer Affairs

By: _____ Date: 8/13/19

(Print): Kalliopi Vournou Title: President

WHERE BIDDER IS A CORPORATION, ADD

ATTEST: _____ Secretary

(CORPORATE)
(SEAL)

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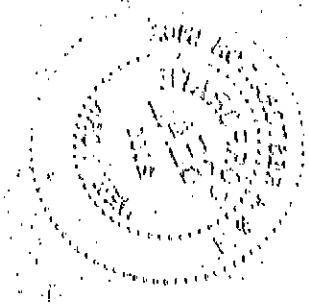

PROPOSAL

GENERAL CONSTRUCTION

Note: The Bids shall be sworn to by the person signing them, in one of the following forms:

(Form of Affidavit where Bidder is an Individual)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

N/A

~~KO~~ _____ Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing Bid and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
This _____ day of _____ 20_____.

_____
Notary Public

(Form of Affidavit where Bidder is a Firm)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

N/A

_____ Being duly sworn, deposes and says: That he is a member of _____, the firm described in and which executed the foregoing Bid; that he duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
This _____ day of _____ 20_____.

_____
Notary Public

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

(Form of Affidavit where Bidder is a Corporation)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

Kalliopi Vournou Being duly sworn, deposes and says: That he resides at [redacted] that he is the President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he affixed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me
This 13 day of AUGUST 20 19.

Notary Public

JENNY SAKALIS
Notary Public, State of New York
No. 01SA6098042
Qualified in Nassau County
Commission Expires September 02, 2019

NO TEXT ON THIS PAGE

Thomas J. Flynn
Executive Secretary-Treasurer

www.nercc.org

David F. Haines
Western NY Regional Manager

William Banfield
Eastern NY Regional Manager

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

NERCC - NY

June 11, 2019

RE: **E&A Restoration Inc. Syosset, NY** – Notice of Apprenticeship Program

To Whom It May Concern,

E&A Restoration Inc. Syosset, NY – Notice of Apprenticeship Program a signatory contractor with the New England Regional Council of Carpenters; as such **E&A Restoration Inc. Syosset, NY** are members of the New England Regional Council of Carpenters Apprenticeship Program. The New England Regional Council of Carpenters is registered with New York State. The program is a 5-year program that graduates apprentices each year and provides journeymen upgrade courses. For more information on graduates please call me.

The Collective Bargaining Agreement between the New England Regional Council of Carpenters and **E&A Restoration Inc. Syosset, NY** is in effect until April 30, 2022. If you have any questions, please give me a call.

Sincerely,

Anthony Villa

Anthony Villa
Council Representative
avilla@nercc.org
631-952-0808 ext. 8000

BID FORM

FAMILY AND MATRIMONIAL COURT - PHASE 2
101 COUNTY SEAT DRIVE, MINEOLA
NEW YORK, 11501
CONTRACT NO. B90632-02G

NAME OF BIDDER: E&A RESTORATION INC

TO BE COMPLETED BY BIDDER SUBMITTING BID ON
FAMILY AND MATRIMONIAL COURT - PHASE 2
101 COUNTY SEAT DRIVE, MINEOLA, NEW YORK
CONTRACT NO. B90632-02G

ITEM NO.	TYPE	DESCRIPTION	BID PRICE Dollars	Cents
1	Base Bid (Lump Sum)	LUMP SUM PRICE for furnishing all labor, equipment, materials, supervision and incidentals necessary to complete the work and make ready for operation.	$ 4,470,000	—
2	Lump Sum	LUMP SUM PRICE for furnishing all labor, materials and equipment required for preparation and updating of a CPM (Critical Path Method) Progress Schedule for the duration of the Project. NOTE: The Lump Sum bid amount shall not be less than Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00).	$ 250,000	00
3	Allowance	ALLOWANCE NO. 1: for reimbursement of fees by Utility providers for new Gas, Electric, Telephone and Data connections and ancillary materials and/or equipment.	$ 200,000	00
4	Allowance	ALLOWANCE NO. 2: for unforeseen conditions not specifically characterized in the Contract Documents, but required to complete the project.	$ 300,000	00
5	Allowance	ALLOWANCE NO. 3: for additional construction work required for modification of existing storm piping as required for coordination.	$ 200,000	00
6	Allowance	ALLOWANCE NO. 4: for material and labor for American Flag and Wall Mount Bracket in the Court Room/Hearing Rooms.	$ 30,000	00
7	Allowance	ALLOWANCE NO. 5: for the Integrity Monitor from the County's pre-approved panel of monitors.	$ 150,000	00

BID FORM

FAMILY AND MATRIMONIAL COURT - PHASE 2
101 COUNTY SEAT DRIVE, MINEOLA
NEW YORK, 11501
CONTRACT NO. B90632-02G

NAME OF BIDDER: EBA RESTORATION INC

TO BE COMPLETED BY BIDDER SUBMITTING BID ON
FAMILY AND MATRIMONIAL COURT - PHASE 2
101 COUNTY SEAT DRIVE, MINEOLA, NEW YORK
CONTRACT NO. B90632-02G

TOTAL BASE BID PRICE AND ALLOWANCES (ITEMS 1 THRU 7) WRITTEN IN NUMBERS	$85,600,000 -

TOTAL BASE BID PRICE AND ALLOWANCES (ITEM NO. 1 THRU 7) WRITTEN IN WORDS:
EIGHTY FIVE MILLION SIX HUNDRED THOUSAND DOLLARS & ZERO CENTS.

NOTE TO BIDDER: Include a separately sealed envelope containing a list of all subcontractors the bidder will use to perform (*a*) plumbing and gas fitting, (*b*) heating, ventilating and air conditioning, and (c) electric wiring and standard illuminating fixtures; and the respective agreed-upon amount to be paid to each subcontractor. Write on the outside of the envelope the bidder's name, the contract number, and the words "List of Subcontractors".

ADDENDUM NO. 1 - AUGUST 05, 2019
ADDENDUM NO. 2 - AUGUST 12, 2019
ADDENDUM NO. 3 - AUGUST 21, 2019

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Kalliopi Vournou, President — 08/13/2019
Name and Title of Authorized Representative — m/d/yy

Signature — 8/13/19 Date

E&A RESTORATION INC.
Name of Organization

40 Willis Ave, Syosset, NY 11791
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name?
   19

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 19

   b. as a Subcontractor 19

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of Work	Percent Completed	Name and Address of Owner or Contracting Officer
see attached			

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of Work	Percent Completed	Name and Address of Owner or Contracting Officer
see attached			

(use additional blank sheets if additional space is necessary)

5. Have you:
   a. ever failed to complete any work awarded to You? NO
      If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? NO
      If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

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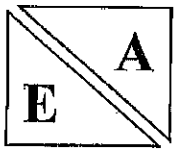

E&A RESTORATION INC.

*Projects In Progress**

Nassau County Police Training & Intelligence Center

Location: Perimeter Road, Garden City, NY
Owner: Nassau County Dept of Public Works
Contract Amount: $42,973,000
Contract Award: 8/1/18

Contract No. B50688-02g
% Completed: 12%
Est. Completion: 2/10/21

253 Broadway Landmark's Space Renovation

Location: New York, NY
Owner: NYC Department of Design & Construction
Contract Amount: $25,580,083
Contract Award: 3/30/16

Contract No. 20161423374
% Completed: 44%
Est. Completion: 9/16/2019

Nassau County Building Construction Requirements, General Construction

Location: Nassau County, NY
Owner: Nassau County Dept. Of Public Works
Contract Amount: $5,000,000
Contract Award: 11/17/17

Contract No. B9040003GR
% Completed: 3%
Est. Completion: 11/17/19

Nassau Community College, On Call General Contractor

Location: Garden City, NY
Owner: Nassau Community College
Contract Amount: $5,000,000
Contract Award: 7/14/14

Contract No. CY98-051314-18
% Completed: 14%
Est. Completion: 7/13/20

Job Order Contract for Emergency Response Services

Location: Manhattan/Bronx
Owner: New York City Department of Education
Contract Amount: $1,074,875.00
Contract Award: 4/15/14

Contract No. B2326
% Completed: 40%
Est. Completion: 4/15/20

E&A RESTORATION INC.

Projects Completed

Secure Detention for HORIZONS Juvenile Interim Facility
Location: Bronx, NY
Owner: NYC Department of Design & Construction
Construction Cost: $55,000,000
Contract Award: 2/2/18
Contract No. JJFACREN
Est. Completion: 10/31/19

211 E.70th Street
Location: Manhattan, NY
Owner: Rudin Management
Construction Cost: $70,000,000.00
Contract Award: 11/04/16
Contract No.321702+321601
Completed: 8/30/2019

Dormitory Renovations to Yaphank Correctional Facility
Location: Yaphank, NY
Owner: Suffolk County Department of Public Works
Construction Cost: $12,720,970.00
Contract Award: 1/20/15
Contract No. N/A
Completed: 5/2018

Nassau County Public Safety Center Phase III, Forensics Lab
Location: Westbury, NY
Owner: Nassau County Dept. Of Public Works
Construction Cost: $24,320,608.54
Contract Award: 12/16/13
Contract No.B90230P03G
Completed: 10/1/2018

Nassau Community College, Student Services Center
Location: Garden City, NY
Owner: Nassau Community College
Construction Cost: $11,712,215.22
Contract Award: 11/3/14
Contract No. B7008901G
Completed: 9/1/17

Nassau Community College, On Call General Contractor
Location: Garden City, NY
113010-0946
Owner: Nassau Community College
Construction Cost: $5,154,221.07
Contract Award: 2/17/11
Contract No. CY98-
Completed: 3/31/16

Building Construction Requirements Contract, General Contractor
Location: Various Locations, Nassau County, NY
Owner: County of Nassau
Construction Cost: $10,000,000.00
Contract Award: 8/1/12
Contract No. B9040002G
Completed: 12/31/16

40 WILLIS AVE., SUITE 200, SYOSSET, NY 11791
(516) 921-7030 * FAX: (516) 921-0259

E&A RESTORATION INC.

Nassau Community College, On Call General Contractor
Location: Garden City, NY — Contract No. CY98-113010-0946
Owner: Nassau Community College
Construction Cost: $5,000,000.00
Contract Award: 2/17/11 — Completed: 3/31/16

Building Construction Requirements Contract, General Contractor
Location: Various Locations, Nassau County, NY — Contract No. B9040002G
Owner: County of Nassau
Construction Cost: $10,000,000.00
Contract Award: 8/1/12 — Completed: 12/31/16

Jericho Public Library Emergency Repairs, Interior
Jericho, NY — Contract No.G
Owner: Jericho Public Library
Architect: H2M Architects & Engineers
Construction Cost: $33,577.92
Contract Award: 8/18/16 — Completed: 11/30/16

Jericho Public Library Emergency Repairs, Exterior
Jericho, NY — Contract No.G
Owner: Jericho Public Library
Architect: H2M Architects & Engineers
Construction Cost: $34,900.00
Contract Award: 8/18/16 — Completed: 11/30/16

Hemsptead House Lintel Replacement & Window Rehabilitaiton
Sands Point, NY — Contract No.B9E100016G
Owner: County of Nassau
Architect: Beatty Harvey Coco Architects, LLP (631) 300-1010
Construction Cost: $1,307,787.89
Contract Award: 11/25/13 — Completed: 11/30/15

Village of Babylon ADA Upgrades
Babylon, NY — Contract No. 1
Owner: Village of Babylon (631) 669-1500
Architect: Savik and Murray LLP (631) 467-7775
Construction Cost: $48,000.00
Contract Award: 9/12/12 — Completed: 6/1/2015

Indiana Avenue Firehouse Replacement of Carport Ceiling
Long Beach, NY — Contract No. N/A

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E&A RESTORATION INC.

Owner: City of Long Beach Dept. of Public Works
Architect: Frank G. Relf Architect, PC (631) 271-4432
Construction Cost: $97,500.00
Contract Award: 11/6/14 Completed: 5/8/15

Rehabilitation of Sagamore Hill, National Historic Site
Oyster Bay, NY Contract No. SAHI-077375
Owner: National Park Service (303) 969-2344
Architect: John G. Waite Associates, Architects
Construction Cost: $8,554,579.39
Contract Award: 8/29/12 Completed: 7/31/14

Riverhead Building Renovtion, Suffolk Community College
Ammerman Campus, Selden, NY Contract No.CP2149, 2138, 2127
Owner: Suffolk County Community College
Paul Cooper (631) 451-4445
Architect: William F. Collins, AIA (631) 689-8450
Construction Cost: $12,750,000.00
Contract Award: 3/21/13 Completed: 12/31/14

Alterations to Criminal Court Building
Riverhead, NY Capital Project No. 1124
Architect: David Swift Architects (631) 351-5700
Construction Cost: $1,808,419.00 Completed: 12/1/14
Contract Award: 8/26/13

Plaza Deck Restoration, Phase II, Nassau Community College
Garden City, NY Contract No. B7006501G
Owner: Nassau Community College (516) 572-9786
Architect: RBA Group (973) 946-5634
Construction Cost: $3,136,380.10
Contract Award: 6/13/11 Completed: 10/30/14

Installation of Fire Sprinkler, Deepwells Mansion
Saint James, NY Capital Project No. 7510/7184
Owner: Suffolk County Dept. of Public Works (631)852.4391
Architect: Bladykas Engineering (516) 364-8700
Construction Cost: $405,327.00
Contract Award: 11/29/12 Completed: 6/2014

Locker Room Rehabilitation, Long Beach Recreation Center
Long Beach, NY Contract No. 00082907-00
Owner: City of Long Beach (516) 431-1011

40 WILLIS AVE., SUITE 200, SYOSSET, NY 11791
(516) 921-7030 * FAX: (516) 921-0259

c. ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

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.....

.....

d. ever been barred from bidding municipal or public contracts? NO
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

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(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? NO
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

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.....

.....

b. that has ever been defaulted on a contract? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

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c. that has ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

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d. that has ever been barred from bidding municipal or public contracts? No
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? No
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

NONE

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

NONE

10. In what other lines of business are you financially interested?

N/A

NO TEXT ON THIS PAGE

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
see attached				

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
see attached			

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found. AGREED (KW)

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

NONE MORTGAGED AT THIS TIME

(use additional blank sheets if additional space is necessary)

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E&A RESTORATION INC.

CONSTRUCTION PERSONNEL

KALLIOPI VOURNOU, President
Decades of experience in the construction industry. Duties include financial decisions, cost management, banking, creating and implementing company policies

ANTONIOS VOURNOU, Operations Manager
Supervises field operations and manpower on all ongoing projects. In charge of company's Estimating Department and actively involved in reviewing bid documents, doing take-offs and subcontractor/vendor buyouts. In charge of the review and negotiation of Prime and Subcontract Agreements. Expertise in coordination of multi trade projects from take-off to completion. Experience in all interior and exterior types and phases of construction Oversees and coordinates with all departments of company including project management, accounting and scheduling. BS in Architectural Technology.

JENNY SAKALIS, Office Manager / Human Resources
Over 15 years of experience in the commercial/public work sector. Works with project team to prepare and execute projects from award to completion. Office Management. Human Resources. Responsible for hiring and firing of employees. Company bookkeeping including accounts payable, accounts receivable, billing and job cost. Manages, generates and signs payroll checks and certified payrolls. Negotiating bonding and insurance for company. Involved in projects from pre bid phase through the bidding process and from award to completion. MS in Childhood Education. BA in Psychology and Biology.

GIOVANNI OLIVERI, Certified LEED Professional / Estimator
Prepare and submit LEED documentation, prepare estimates and take offs under the supervision of the chief estimator, assist with entire bidding process, transmit & discuss drawings and specifications with various subcontractors. BS in Construction Management, Engineering and Technology. LEED Green Associate Certification.

DINO ROSSI, Project Manager
Mr. Rossi is a construction professional with over 36 years of experience in project management, construction supervision, and construction safety. His extensive experience managing projects under our employ and prior to his work with E&A Restoration makes him the ideal Project Manager. Mr. Rossi is a strong, dynamic manager with extensive New York City and New York State Agency background, and a proven track record managing his projects. New York City Certified Site Safety Manager. BS in Civil Engineering

ANGIE NUNEZ, Assistant Project Manager
30 years of construction administration experience. Serves as assistant to Project Managers and Superintendents for multiple projects. Prepares payment applications, submittals, reports, project correspondence, proposals, closeout documents, subcontracts and purchase orders, manages insurance certificates for subcontractors and maintains all project documentation.

KENNETH J. EADS JR., Superintendent
20 years of construction experience. Supervises and coordinates subcontractors, labor, material and equipment. Works hands-on in the field. Certified Carpenter Foreman.

E & A RESTORATION INC.

40 Willis Avenue, Syosset, NY 11791
516-921-7030 (T) • 516-921-0259 (F)

EQUIPMENT LIST

The following Equipment is located at:

E & A Restoration Inc.
40 Willis Avenue
Syosset, NY 11791

Vans, dumptrucks, pickup trucks scaffolding, bob cat
gas saws, generators, welding machines, compactor, chip guns, grinders
concrete chute, lighting, kettles, trailers, kickers and vibrator.

E & A RESTORATION INC.

40 Willis Avenue, Syosset, NY 11791
516-921-7030 (T) • 516-921-0259 (F)

Insurance Information

General Liability:

Travelers Indemnity Co. of America	2,000,000 / 4,000,000
Policy Duration:	02/27/19 - 02/27/20
Policy Number:	DT-CO-7G593699-IND-19

Workers Compensation:

The Phoenix Insurance Company	Statutory
Policy Duration:	04/01/19 - 04/01/20
Policy Number:	UB-3K167263-19-26-G

Umbrella:

Travelers Indemnity Co. of America	5,000,000
Policy Duration:	02/27/19 - 02/27/20
Policy Number:	CUP-3J368908-19-26
Philadelphia Indemnity Insurance Co.	4,000,000
Policy Duration:	02/27/19 - 02/27/20
Policy Number:	PHUB665330

Automobile Liability:

Travelers Indemnity Co. of America	1,000,000
Policy Duration:	02/27/19 - 02/27/20
Policy Number:	BA-7G775089-19-CNS

Disability:

Shelter Point Life Insurance Company.	Statutory
Policy Duration:	01/01/19 - 12/31/19
Policy Number:	D224598

14. In what manner have you inspected this proposed work? Explain in detail.

STUDIED CONTRACT DOCUMENTS AND ATTENDED WALKTHROUGHS

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

WE PLAN TO HIRE A PROFESSIONAL SURVEYING COMPANY TO LAY OUT ALL THE PROPOSED WORK THAT IS PROPOSED TO BE BUILT PER THE CONTRACT DOCUMENTS PLANS & SPECIFICATIONS.

ALL ONGOING WORK WILL BE DONE WITH OSHA STANDARDS/GUIDELINES.

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

MICHAEL CELENTANO → PROJECT MANAGER
JAMES W. SORGE → SENIOR SUPERINTENDENT/PM
KEN EADS → SENIOR SUPERINTENDENT FOR ARCHITECTURAL
SEAN JOINER → SENIOR SUPERINTENDENT FOR MEP'S TRADES

RESUMES ATTACHED.

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term
see attached			

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E&A RESTORATION INC.

Michael Celentano

Project Manager

Education

New York University, Master's Degree, Structural Engineering

Dowling College, Master's Degree, Business Management

Lafayette College, Bachelor of Science, Civil Engineering

Lafayette College, Bachelor of Arts, Corporate Finance

Licenses/Registrations

4-hour Mast Climber User
4-hour Pipe Scaffold User
OSHA 30-hour
7 Hour Site Safety Manager
2012- IBC Structural Steel & Bolting Certification
2012 – IBC Welding Certification
ACI Technician Grade 1

Years With This Firm: 3
Years With Other Firms: 6

Professional Profile

Michael is a professional with experience in project management, construction supervision and construction safety. He has a strong capability for effective management of projects and document control.

Experience

E&A Restoration Inc., Project Manager
Rudin Management – Façade Over-Cladding 211 East 70th Street
Rudin Management – Base of Buildings and Gardens 211 East 70th Street

Responsible for the management of a $70,000,000.00 renovation project which includes both work on the façade and base of building garden rehabilitation. Responsibilities included providing financial spreadsheets for projected and forecasted Owner costs, overall budgets and forecasts to completion, issuing field corrective actions for conflicts found with existing conditions in coordination with the Architect and Engineer of Record, up to date in field schedules and projections, contract negotiations, buyout and contract management for subcontractors, negotiation of extra work tasks, constructability reviews of Architect's issued drawings prior to bidding, coordinating daily activities, review and approval of contractor's progress payments.

Nassau County Public Safety Center Forensic Laboratory, Office Engineer

Management of the construction of the facility that serves as the Nassau County Crime Investigation Unit. The project included offices, laboratories, an automotive unit and firing range including all the MEP supporting these spaces. Responsibilities included tracking and logging of all the contract documents including submittals, shop drawings and correspondence in Prolog Project Management System, working with the general contractor in coordination of day to day activities with the building tenants, coordination of the construction schedule so that the facility operations were not affected, performing inspection services and coordinating and arranging Nassau County testing and special inspections.

Middle Neck Road Drainage Improvements, Office Engineer & Construction Inspector

Responsible for all of the record keeping and contractor progress payments for this time sensetive, complex project. Managed test pits and noted the locations of underground utilities to prevent conflict during the excavation and construction process. Provided inspection services for 8" and 12" water main relocations including a Hydro-stop (wet-tap) installation of full body mechanical joint fittings, new water main valves and boxes and a sprinkler service connection. Also provided inspection services for all concrete and soil compaction.

Other Projects Include:

Landmarks Preservation Commission, Renovation to 253 Broadway
234 East 70th Street, 09-2040, NY, NY
4075 RT-9 North, NJ
62 Avenue B, 11-2442, NY, NY
JFK AP, LLC Brooklyn, NY
355 East 19th St. NY, NY
448 W. 167th St. NY, NY
197-199 Mott Street, NY, NY
Marriott-Renaissance Hotel, Cincinnati, Ohio

James W. Sorge
P.E./General Superintendent

E&A RESTORATION INC.

Education
Manhattan College, Civil Engineering

Licenses/Registrations
Professional Engineer-State of New York

Licensed Superintendent-NYC Dept. of Buildings

Years With This Firm: 1
Years with Other Firms: 33

Professional Profile
James is a New York State Professional Engineer and licensed superintendent with over 33 years of experience in construction project management, supervision, and safety. James has a strong background in building and heavy construction, site work and construction logistics. His project experience includes many notable structures throughout the New York Metropolitan Area and Long Island. He is an exceptional leader with strong leadership skills, an incomparable coaching trait which make him asset to any setting.

Experience
E&A Restoration Inc., General Superintendent
Supervision of all construction activities.
Direction and coordination of subcontractors and field crews.

Petracca and Sons Inc., Vice President/General Superintendent
Supervised/Managed the pricing, scheduling, and construction of the following structures: P.S. 335, P.S. 798, 800 Bed Addition Rikers RMSC, P.S. 253, P.S. 234, P.S. 69, P.2. 340, Richmond Hill Yard & Shop Improvements, Morse Diesel International, New Queens Civil Courthouse, Reconstruction on the LIE at Sagtikos Parkway, Construction of a Communicable Disease Unit (Phase II & Phase I Rikers Island), Sprung Structures (Rikers Island), LIE vehicular and pedestrian bridges

E&A RESTORATION INC.

Ken Eads

Project Superintendent

Education

Long Island University/CW Post, Numerous Continuing Education Classes

Empire State Carpenters Local 7 Trade School

Licenses/Registrations

4-hour Mast Climber User
4-hour Pipe Scaffold User
OSHA 30-hour

Years With This Firm: 13
Years with Other Firms: 15

Professional Profile

Ken has over 30 years of construction experience. He has worked as a carpenter since high school and within 5 years was running complex projects as a foreman. Ken started coordinating other trades while acting as a carpenter foreman and was eventually elevated to a project superintendent. He has a strong fundamental knowledge and construction insight and has saved numerous hours of work on several projects, coordinating all the trades to minimize "hits" amongst the trades. His determination and relentless pursuit of excellence has paved the way to the repeated success of completing projects ahead of schedule.

Experience

E&A Restoration Inc., Project Superintendent

Since coming to work for E&A Restoration in 2004, Ken has handled an increased amount of responsibility on the projects assigned to him. He has displayed an ease at handling projects with little interference from the management team and/or the design team. He is a loyal, energetic, and conscientious individual; always putting the needs of the project first. Ken was the Site Superintendent for the Rehabilitation of Sagamore Hill, home of President Theodore Roosevelt and was instrumental in its success.

Projects include:

- Rudin Management – Façade Over-Cladding 211 East 70th Street
- Rehabilitation of Sagamore Hill National Historic Site
- Nassau County Public Safety Center Phase II & III
- MTA LI Bus Paratransit Facility Modifications
- Nunley's Carousel Building

Ken was also the Project Superintendent on numerous school, firehouse, office building, libraries and mall projects

Godsell Construction Corporation, Carpenter Foreman

During his employ Ken worked on numerous public works projects, but mainly concentrated on public school work in Nassau and Suffolk Counties. While assigned to work at William Paca Middle School, Ken distinguished himself as someone who could manage multiple tasks of enormous responsibility with very little supervision. Immediately after finishing this project, where E&A Restoration was the CM, he was hired to work with E&A. During his tenure at Godsell, Ken completed work on several schools which were all completed on time. He also ran all the complex carpentry work, millwork fabrication/installation and wood floor installation at the Cold Spring Harbor Library.

Aurora Contractors/Expressway Acoustics, Carpenter Foreman

While employed here, Ken worked mainly as the lead Carpenter Foreman in a setting where there was several other carpenter foremen, working under his supervision. Here he completed school projects where the case work was in excess of $3M. He displayed an acute understanding of coordinating skilled carpenters as they related to tasks within the trade. During his time of employ he completed projects in excess of $5M on libraries, hospitals, firehouses, and police stations. Additionally he was instrumental in the successful build outs of several strip malls in Nassau and Suffolk Counties.

E&A RESTORATION INC.

Sean Joiner
Senior Superintendent

Military
United States Army
1987-1996

Licenses/Registrations
OSHA 10-hour

Professional Profile
Senior Superintendent with extensive expertise in the mechanical, electrical and plumbing (MEP) industry. Heavy experience overseeing large scale projects from permits to project completion in commercial, residential, industrial and retail facilities. Demonstrates ability to build and maintain solid client relationships, engage and motivate project crew and resolve issues efficiently and expeditiously. Possesses extensive knowledge in the general contracting field focusing on environmental and regulatory compliance to OSHA and city ordinance. Proficient in Auto CAD and Building Information Modeling (B.I.M.).

Experience

E&A Restoration, Inc., Senior Superintendent
Senior Superintendent for the Horizon Juvenile Detention Facility Project for the New York City Department of Design & Construction.

LP Ciminelli Construction Management, Senior Superintendent
Directed the daily operations and coordination of mechanical and electrical trades. Served as the intermediary for client and multiple state agencies including but not limited to Metropolitan Transportation Authority (MTA), Staten Island Railway (SIRTOA), New York City Department of Transportation and New York City Police Department. Engaged in the procurement process, collaborated with clients, designers and architects throughout the design to development stages. Facilitated weekly coordination meetings with subcontractors and B.I.M design teams. Notable projects include a $450 million outlet mall and high end restaurants within a twelve-story 5 Star luxury hotel.

GFI Development Company, MEP Superintendent
Presided over all MEP trades for a 500,000 square feet landmark, built in 1883 that was restored into a 5 Star Thompson Hotel. The hotel included high end restaurants for celebrity chefs, as well as an exclusive lounge and nightclub.

Turner Construction, MEP Superintendent
Scheduled all trades preparations and parameters at multiple construction sites. Monitored overall project progress, verified trades were insured, permitted and bonded. Conformed with milestones and coordinated final test inspections with subcontractors and /or building owners. Achieved total MEP upgrades to existing systems that included IT infrastructure such as power, HVAC and fire protection and demolition to white box status along with restrooms. Notable projects include $100 million Superstorm Sandy Rehabilitation Project and $100 million worth of various commercial, retail and residential projects.

PAR Fire Protection, Project Manager / General Superintendent
Interfaced with general contractors on multiple projects performed within budget and projected timelines. Sought new clients, initiated and conducted project kick-off meetings with general contractors and owners. Coordinated and/or conducted pump tests, inspections, and start-ups (fire/special service/booster). Monitored project progress and

distributed cost codes and breakdown information to accounting department. Secured bonds, insurance, certifications, and other administrative and compliance related documents such as permits and project lifecycle reports. Facilitated project close out meetings, reviewed actual costs verses budget, identified shortcomings and windfalls.

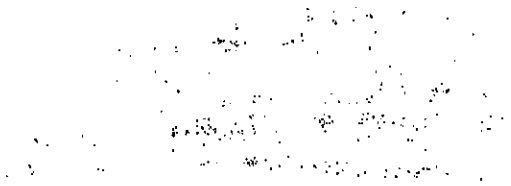
Sirina Fire Protection, Project Manager

Managed fire protection and suppression projects from bid coordination to project close out. Conducted client meetings providing scheduling and completion overview to include status updates. Rendered premium services that established strong business partnerships with steamfitters and general contractors. Maintained monthly estimated cost log and reports. Assigned as Project Engineer, when required.

Reliable Fire Protection, Supervisor

Inspected installations and completed administrative functions for various residential and commercial projects. Prepared budgets of up to $1.2 million, produced schedule of values, processed monthly requisitions, purchased material and hardware, prepared and logged change order requests. Monitored crew performance and quality of work for up to 15 employees. Performed air and hydrostatic testing on systems, installed sprinkler systems and dispatched maintenance crews to emergency calls. Attended job meetings with general contractors and subcontractors that enabled final close out under or at estimated budget. Appointed as Project Engineer, when needed.

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.



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NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK }
COUNTY OF NASSAU } ss.:

Kalliopi Vourno-4 Being duly sworn, deposes and says:
That he resides at 7 Meadowbrook Rd Street,
in the City of Syosset, NY that he is the President of
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me
this 13 day of August, 20 19.

Notary

JENNY SAKALIS
Notary Public, State of New York
No. 01SA6098042
Qualified in Nassau County
Commission Expires September 02, 2019

(Form of Affidavit where Bidder is a firm)

STATE OF NEW YORK }
COUNTY OF NASSAU } ss.:

Being duly sworn, deposes and says:
That he is a member of
the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of, 20.

Notary

(Form of Affidavit where Bidder is an individual)

STATE OF NEW YORK }
COUNTY OF NASSAU } ss.:

Being duly sworn, deposes and says:
That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of, 20.

Notary

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	E&A RESTORATION INC.
Address (street/city/state/zip code):	40 WILLIS AVENUE, SYOSSET, NY 11791
Authorized Representative (name/title):	KALLIOPI VOURNOU, PRESIDENT
Authorized Signature:	
Contract Number:	B90632-02G
Contract/Project Name:	NASSAU COUNTY FAMILY & MATRIMONIAL COURT PHASE II
Contract/Project Description: The Work includes site, civil, and landscape, 255,000 SF interior fit-out including mechanical, electrical, plumbing, fire protection, audio visual, telecommunications, security, systems, re-roofing for new dunnage, rooftop mechanical equipment, cladding, railings, waterproofing at 2nd floor entry bridge, demolition of existing auditorium including exterior glazed assemblies, and all other work indicated in the drawings and schedules.	

Part 2- Projected MBE/WBE Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	$85,600,000.00		
Total MBE Dollar Amount	$218,600.00	MBE Contract Percentage	0.26%
Total WBE Dollar Amount	$11,660,000.00	WBE Contract Percentage	14%
Total Combined M/WBE Dollar Amount		Combined M/WBE Contract Percentage	14.26%

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount($) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name: Signarts and Display Address: 311 W. John Street City: Hicksville State/Zip Code: NY 11801 Authorized Representative: Reyaz A. Khalfan Telephone No. 516-470-1887	Signage	Amount ($): 218,600.00 Award Date: Pending Award from Nassau County	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.	To be determined. E&A is still soliciting additional M/WBE Subcontractors	Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: UNIVERSAL HEATING & AIR CONDITIONING Address: 43 JERICHO TURNPIKE City: MINEOLA State/Zip Code: NY 11501 Authorized Representative: Noel Gracin Telephone No. 516-504-1120	HVAC	Amount ($): $11,600,000.00 Award Date: Pending Award from Nassau County	Start Date: Completion Date:
Name: Address: To be determined. E&A is still soliciting additional M/WBE Subcontractors City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

NASSAU COUNTY LEGISLATURE

RICHARD NICOLELLO
PRESIDING OFFICER

RULES COMMITTEE

LEGISLATOR RICHARD NICOLELLO
CHAIR

Theodore Roosevelt Building
1550 Franklin Avenue
Mineola, New York

March 9, 2020
1:40 P.M.

A P P E A R A N C E S:

LEGISLATOR RICHARD NICOLELLO
Chair

LEGISLATOR HOWARD KOPEL
Vice Chair

LEGISLATOR STEVEN RHOADS

LEGISLATOR LAURA SCHAEFER

LEGISLATOR KEVAN ABRAHAMS
Ranking member

LEGISLATOR DELIA DERIGGI-WHITTON

LEGISLATOR SIELA BYNOE

LEGISLATOR NICOLELLO: Call the Rules Committee to order. Ask that Legislator Rhoads lead us in the Pledge of Allegiance.

Michael, will you call the roll.

MR. PULITZER: Thank you Presiding Officer. The roll call for the Rules Committee. Legislator Siela Bynoe. She is here, correct? Yes. Legislator Delia DeRiggi-Whitton.

LEGISLATOR DERIGGI-WHITTON: Here.

MR. PULITZER: Ranking member Kevan Abrahams.

LEGISLATOR NICOLELLO: He's here.

MR. PULITZER: Laura Schaefer.

LEGISLATOR SCHAEFER: Here.

MR. PULITZER: Legislator Steven Rhoads.

LEGISLATOR RHOADS: Present.

MR. PULITZER: Vice Chairman Howard Kopel.

LEGISLATOR KOPEL: Here.

MR. PULITZER: Chairman Richard Nicolello.

Rules - 3-9-20

LEGISLATOR NICOLELLO: Here.

MR. PULITZER: We have a quorum sir.

LEGISLATOR NICOLELLO: We will do the contract portion of the Rules Committee. First I need a motion to suspend the rules. Moved by Legislator Rhoads. Seconded by Legislator Schaefer. All in favor of suspending the rules say aye. Those opposed? Carries unanimously.

Contracts. A-6, A-7, A-10 of 2020 are resolutions authorizing the commissioner of Shared Services to award and execute purchase orders or blanket purchase orders between the county of Nassau and Commercial Clearwater Company, Inc., LDV, Inc., Seaford Avenue Corp.

B-7, B-10 and B-5 of 2020 are resolutions authorizing the county executive to award and execute contracts between the county of Nassau and Seaford Avenue Corp., Hinck Electrical Contractors, Inc. and EA Restorations.

E contracts. E-33, E-34, E-35,

E-36, E-38, E-39, E-40, E-41, E-42, E-43, E-44, E-45, E-46, E-47, E-48, E-49. U-3 of 2020. Need a motion to put all those contracts before us. Moved by Deputy Presiding Officer Kopel. Seconded by Minority Leader Abrahams. All of these contracts are before us.

Two of the contracts the IG is still looking at. Those are B-7, 2020, it's a contract with Seaford Avenue Corp., and E-30 of 2020 with Bershire Farm Center and Services for Youth. Since the IG is still investigating we're going to need to table those contracts. Proposed contracts. Motion to table moved Legislator Rhoads. Seconded by Legislator Schaefer. All in favor of tabling those two signify by saying aye. Those opposed? That carries unanimously.

Now we will consider the contracts individually and start with Parks contracts which include A-6, Commercial Clearwater Company, Inc.

MS. CASO: Tori Caso with the Parks Department. A-6 is a blanket purchase

order with Commercial Clearwater Co., Inc. for a maximum of $1,550,000 for chlorine tablets for the swimming pools.

LEGISLATOR NICOLELLO: Any questions on this contract? Hearing none, we will move on to the next one with Parks, which is E-38, Discover Long Island, Inc.

MS. CASO: E-38 is an amendment to the existing agreement with Discover Long Island who promotes tourism for the county. Extending the term through December 31st of this year for an amount of up to $800,000.

LEGISLATOR NICOLELLO: Any questions about this contract? I know that Discover Long Island has been doing this for us for quite a while. We met with some of the principals and they're actively promoting tourism and all the economic benefits that flow from that.

Any questions? Thank you very much. Move on to the Office of Emergency Management which will be A-7 2020 LDV, Inc.

MR. DELANEY: Thomas Delaney, Office of Emergency Management. A-7-20 is for

$214,333 to allow OEM to purchase another command vehicle. This is a smaller command vehicle from the same manufacturer as the current command vehicle. But smaller is going to help us out. Sometimes it's difficult to roll out the large one that we have. This is pretty much the same functionality just doesn't have a conference room in the back but it will allow for interoperatable communications and other meetings to take place.

LDV was selected for this because -- let me put it this way, not selected. We sought them out initially because of our current command vehicle being bought from them. We used GSA e-bid for the procurement process on this. They were the only bidder on this but we definitely deemed this to be cost reasonable. 100 percent grant funded.

LEGISLATOR NICOLELLO: So there is a larger command vehicle that we currently have?

MR. DELANEY: We do. It was

purchased in 2007.

LEGISLATOR NICOLELLO: How often is that used?

MR. DELANEY: Pretty often. Today it was out at the request of the administration to an event in Malverne. We use it for fires. We used it for the rescue operation in Old Brookville for the collapse. Probably at least on the average of twice, sometimes three times a month.

LEGISLATOR NICOLELLO: Then the smaller one is necessary for what? Could you just repeat that? Because it's more?

MR. DELANEY: It's easier to fit into hard to get into places. It will also allow our staff, some of whom, most of whom do not have CDLs to safely operate this vehicle.

LEGISLATOR NICOLELLO: These vehicles are operated, they could be operated by the vehicles themselves as opposed to being towed to someplace? They're capable of being operated in and of themselves as opposed to being towed to different locations?

MR. DELANEY: Correct. They're

not a trailer. They are self-contained units.

LEGISLATOR NICOLELLO: Legislator Schaefer and then Legislator Rhoads.

LEGISLATOR SCHAEFER: Hi. How are you? You just mentioned CDLs. How many of your employees have CDLs?

MR. DELANEY: Right now two of them. We are looking at expanding that though. We got to bring in training for CDLs. Even though the expense for maintaining the CDL is going to be sustained by the individual, the cost of the training we're going to be able to fund that.

LEGISLATOR SCHAEFER: What is the expense, if you mind me asking? What is the expense of maintaining the license?

MR. DELANEY: You got to pay for your license every year.

LEGISLATOR SCHAEFER: Every year they have to renew it?

MR. DELANEY: Exactly. Instead of paying whatever it is when you get your license renewed, let's say it's $100 every couple of years, with a CDL it's probably

about three times that.

LEGISLATOR SCHAEFER: Those are the only two employees that can operate the vehicle you now have?

MR. DELANEY: Yes. We are looking at that. There are some questions whether or not a CDL is really required. But for right now we're just letting the people who have CDLs operate those vehicles.

LEGISLATOR SCHAEFER: Is that based on size why it would or wouldn't be required?

MR. DELANEY: Weight more than anything.

LEGISLATOR SCHAEFER: You're thinking the smaller vehicle will not need somebody with that type of license?

MR. DELANEY: Correct. It's going to be below that weight limit.

LEGISLATOR SCHAEFER: When are you looking to increase the number of people who have the CDL for the larger one?

MR. DELANEY: Looking to doing that like immediately.

LEGISLATOR SCHAEFER: Thank you.

LEGISLATOR NICOLELLO: Legislator Rhoads was next and then Legislator DeRiggi-Whitton.

LEGISLATOR RHOADS: Thank you Mr. Chairman.

Couple of quick follow-ups questions. First, with respect to the vehicle that you have now, correct me if I'm wrong, my understanding is that that vehicle is also available for individual fire departments and other jurisdictions to use if they're at the scene of a larger incident?

MR. DELANEY: If they request us to bring that vehicle out we're going to make our best effort to get it to them.

LEGISLATOR RHOADS: With the use of the present vehicle has there ever been a situation where we've ever had to say no because that vehicle was being used by someone else for some other purpose?

MR. DELANEY: Not to my knowledge. But you're right, there could be contention should you have two events going on

simultaneously.

LEGISLATOR RHOADS: I'm trying to establish whether or not there's a need for an additional vehicle. Has there ever been a situation where somebody's called up for our vehicle and we've had to say no or that vehicle was too large to be able to fit in someplace else?

MR. DELANEY: We've had the vehicle placed on standby for a planned event and it was rolled out to an emergency. This happened last summer in fact when we were at one of the fests over at the Old Bethpage Village Restoration and we were called upon to bring it out.

LEGISLATOR RHOADS: It's not a regular occurrence that there's a conflict?

MR. DELANEY: It's not. But again, it's an older vehicle. There was damage sustained when the vehicle was brought up to Bayville during Sandy. Again, it's getting to the point where having a second vehicle will help our capabilities in the office.

LEGISLATOR RHOADS: Is it the intention that it's going to replace the original vehicle at some point in time?

MR. DELANEY: No. If we replace the vehicle we're going to replace it with a full sized one.

LEGISLATOR RHOADS: My understanding is it's fully grant funded based on your testimony. The grant that's funding this is that grant -- what is the grant actually?

MR. DELANEY: We're using one of our homeland security grants to procure this. In this case we had specified it was our I believe UWASI grant.

LEGISLATOR RHOADS: Could the grant be used for other purposes?

MR. DELANEY: Of course. Yes.

LEGISLATOR RHOADS: Okay. Thank you.

LEGISLATOR NICOLELLO: We have Legislator DeRiggi-Whitton and Legislator Bynoe.

LEGISLATOR DERIGGI-WHITTON:

Basically that's what I wanted to point out. It's paid for 100 percent with the grant, correct, and that's what you feel you need? This is your choice of what you feel the department needs?

MR. DELANEY: Yes. This is one of the priorities that the department has been looking at now for a few years to get this done. I started this procurement well over a year ago in fact.

LEGISLATOR DERIGGI-WHITTON: I have a quick question. I know you handle the procurement for OEM for the most part?

MR. DELANEY: We do. I do.

LEGISLATOR DERIGGI-WHITTON: Can I ask you something a little digressing slightly. In a situation that we are faced with right now where, for instance, hand sanitizers are very necessary. I was told through the grapevine that there was a problem with the procurement and we had lost out on a big order of them.

MR. DELANEY: It's not so much that we lost out on a big order. OEM is about

95 percent grant funded as far as salary. The state said that this is not related to terrorism. Everything that we do has to have a nexus to terrorism as far as our grant spend down. So when I called up and spoke to the state last week the answer was you can't use grant funds to buy hand sanitizers.

LEGISLATOR DERIGGI-WHITTON: That's interesting. I would think it would be any emergency not just terrorism.

MR. DELANEY: If we requested funding from the county general fund to be able to do that yeah. But unfortunately, again, the FEMA grants, the Homeland Security grants all have to have a nexus to terrorism for everything we do.

LEGISLATOR DERIGGI-WHITTON: I was thinking if it's something like a health issue and we need hand sanitizer in an emergency should it be in the future couldn't we have something lined up so we wouldn't have to go through the procurement? But it wasn't really the procurement that's the problem it's the usage of your grants?

MR. DELANEY: Correct. It's the funding source. We don't have general funds available.

LEGISLATOR DERIGGI-WHITTON: Okay. Thank you.

LEGISLATOR NICOLELLO: Legislator Bynoe.

LEGISLATOR BYNOE: Thank you Presiding Officer. Good afternoon. So as my colleague, I believe both colleagues, pointed out this is 100 percent grant funded?

MR. DELANEY: Correct.

LEGISLATOR BYNOE: I know in a lot of cases we are looking at shared services and reducing expenses, but I think in the area of the Office of Emergency Management there should be some level of redundancy in place. So having two of these types of trucks would be I think beneficial to a county that serves 1.4 million people.

MR. DELANEY: That's correct to recognize that. The vehicle now that we have is getting older. If it did have to go out for extended repairs we would be without that

vehicle. No different than we are right now with the medical emergency response vehicle. The MERV that we have that we roll out to various incidents. We only have one of those. But the one thing that does help us out is the regional asset and if our was down no different than what Suffolk County does right now they ask us to bring our's out. We could ask Suffolk to roll theirs out.

LEGISLATOR BYNOE: In the event that the current vehicle ages out and is no longer available we would then replace it with a light vehicle. This would not be in substitution because it is limited because it does not have the same capacity, am I accurate?

MR. DELANEY: By design we didn't want it to have the same capacity because we didn't want to have the same size. Something smaller, easier to get into incidents with.

LEGISLATOR BYNOE: Certain areas and events, correct? It would be easier in some instances to get into certain events and access?

MR. DELANEY: Right. If anyone went up to the incident in Upper Brookville with the collapse you saw what the road looked like. It was very similar to what Avianca was like. The road was filled with emergency response vehicles.

LEGISLATOR BYNOE: Thank you.

LEGISLATOR NICOLELLO: Anyone else? Hearing none, thank you very much.

The next two contracts are from the police department. A-10 of 2020 is with Motorola Solutions, Inc.

MR. STEPHANOFF: Good afternoon. Deputy Inspector Stephanoff from the police department. A-10 of 2020 is to authorize and award a blanket purchase order for the radio maintenance and repair for the Nassau County Police Department. This is a renewal of a blanket order we had. This maintains our main radio system that the cops use. It maintains the equipment and CB, all the station houses and the buildings that have radios, every police car and every hand-held portable radio. We 24-7 support. You know, 24 hours a

day, seven days a week, 365 days a year and they help us that we don't lose radio coverage for the cops. This was advertised. This was put out as a bid advertised in Newsday. Purchasing recommends to award Motorola for the contract.

LEGISLATOR NICOLELLO: Are these Motorola products that we're using?

MR. STEPHANOFF: Yes. Motorola helped build the radio system. It's their products and we did bid it out to see if anyone else can maintain it. We only got one bidder back from all the companies. And they successfully, in the last blanket order, helped us maintain the radio system.

LEGISLATOR NICOLELLO: So it's almost equivalent to a sole source provider?

MR. STEPHANOFF: Yes. It's maintenance.

LEGISLATOR NICOLELLO: It is conceivable that somebody else could maintain it but Motorola is obviously the most likely recommended to do this.

One of the things I would like is

that periodically we get updates and contracts that come before us with respect to the status of the radio equipment and similar communication equipment the police have. I was wondering if you could provide more of a memo indicating exactly what the resources that are being used and the status of what those resources are.

MR. STEPHANOFF: I can reach out. Chief of support oversees the radio system. I can reach out to them to be in contact with you.

LEGISLATOR NICOLELLO: We would appreciate that. Any other questions? Let's go to the next one which is E-44, Crime Victims, Inc.

MR. STEPHANOFF: E-44 of '20. This is to award a contract between the police department and Crime Victims, Inc., Megan's Law. This is a service that we use. The contractor supplies the police department -- I apologize -- with helpline access to victims, sex offender victims, literature outreach and also counseling referrals. We don't pay on a

case-by-case basis. We give them $180,000 a year to help them offset their expenses and we can utilize them throughout the year. They're a very good outreach that our Special Victims Unit uses and they helped the police department.

LEGISLATOR NICOLELLO: They've worked with us throughout the years as well.

MR. STEPHANOFF: Yes. We renew this contract for quite some time now.

LEGISLATOR NICOLELLO: Only question I have is it looks like the contract expired in August of 2019.

MR. STEPHANOFF: We had trouble with the disclosure forms from them. So we finally got them back and we were able to put the contract forward.

LEGISLATOR NICOLELLO: Any other questions? Hearing none, thank you inspector. Next contracts are with public works B-10 of 2020 with Hinck Electrical Contractors, Inc.

MR. ARNOLD: Ken Arnold, Public Works. The Hinck contract, B-10, is for the

improvement and repair of the hardwood ejector station in the Franklin dry pump stations in Glen Cove. We received a total of five bids and Hinck was the most responsible bidder. It's ten percent WBE on the contract.

LEGISLATOR NICOLELLO: Any questions? Hearing none, why don't we move on to E-33, LiRo program and construction management.

MR. ARNOLD: E-33 is construction management services for the Glen Cove sludge dewatering project. That sludge dewatering project is to replace equipment. This is the oversite of the construction management. We received a total of six proposals. LiRo was the most technical best value proposal. They have a 12 percent WBE on their contract.

LEGISLATOR NICOLELLO: Backup indicates the RFP was issued in July 2017?

MR. ARNOLD: Yes.

LEGISLATOR NICOLELLO: What was the delay in getting this to us?

MR. ARNOLD: Getting both the bid project and see the project lined up

together. I believe there was a delay in the bid contract due to I think something with the bonding. But then also with the submittals. So we lined them all up to make sure they went together. I think you've already seen the other contract.

LEGISLATOR NICOLELLO: Any questions? Let's go to E-48 of 2020.

MR. ARNOLD: E-48 is our traffic on-call contract. Nelson and Pope is the last of I believe a total of five firms we selected. They were behind because of disclosure issues. They will be part of our pool engineering services on our traffic on-call.

LEGISLATOR NICOLELLO: Any questions about this one? Hearing none, are you the point person for the EA Restoration contract as well?

MR. ARNOLD: Myself and Robert Cleary yes. Technical side I can handle. Any questions on the IG report the administration dealt with that.

LEGISLATOR NICOLELLO: Since you

have a role to play why don't we cover that as well right now. That's B-5 of 2020 the contract with EA Restoration, Inc.

MR. ARNOLD: Yes. So, B-5 is phase two of the family mat court construction project. This is the interior fit-out of the facility. It was bid back at the end of the year. It's an 18-month project. We had seven bidders and E and A was the lowest bidder that was determined.

LEGISLATOR NICOLELLO: Do we have a completion date in sight on this contract? On this project?

MR. ARNOLD: From notice to proceed 18 months will be the completion date. Once we get approval from this body and the comptroller and NIFA we will issue a notice to proceed. This will require a full NIFA board meeting. So, assuming that happens in May, I would think notice to proceed would be June 1st. So 18 months from June 1st.

LEGISLATOR NICOLELLO: Is that the last phase? Once they complete their work are we done with --

MR. ARNOLD: For the building yes. We have the family justice center. That's a separate bid contract. That's going out currently. That is going to be lined up to be done in the same time frame as this phase two project. We don't want any construction after we are done with phase two. Right now we are on schedule to have both of these done at the same time.

We're also contemplating a project for the court area sidewalks, parking lots and lighting. It's not contingent on the building being done. But it's the administration and my thought is to have that whole complex completed at one time and not to have anymore construction there.

LEGISLATOR NICOLELLO: The Family Justice Center is that going to be within this building?

MR. ARNOLD: Yes. It's in the unfinished gray space. There's a little bit of work that phase two will do to get the gray space ready but all the interior fit-out was a separately bid contract. We did not want to

issue a change order for that. We thought it was more effective to do another bid.

LEGISLATOR NICOLELLO: It's being done at the same time as some of the work that's --

MR. ARNOLD: Yes. Same project labor agreement will be utilized for this call it phase three or just the family justice -- I'd rather call it the Family Justice Center project, it will be done under the same project labor agreement.

LEGISLATOR NICOLELLO: Family court building, Family Justice Center and the parking lot area?

MR. ARNOLD: We are hoping to get the parking lot done so we can have one completed facility and not having anything else that needs to be done at a later date.

LEGISLATOR NICOLELLO: My question would be, realistically, when do we think all of that is going to be done and this building will be open?

MR. ARNOLD: Should be 18 months from June 1st if that's when we issue notice

to proceed.

LEGISLATOR NICOLELLO: Basically January 1 of 2022?

MR. ARNOLD: I think that's about right.

LEGISLATOR NICOLELLO: We can hold you to that?

MR. ARNOLD: We're pushing very hard. The police academy is right now on time on budget. We are pushing that just as hard. We want to use the same model as we did for that project.

LEGISLATOR NICOLELLO: We urge you in the strongest terms to push equally hard for this. The family court building now was not designed for the number of litigants, the number of courts. People are stuffed in there. It really is not appropriate that our residents continued to be forced to go into that building.

MR. ARNOLD: It was originally a 24 month construction schedule. We actually reduced it because of those thoughts.

LEGISLATOR NICOLELLO: Before I

bring Mr. Cleary up, does anyone have any questions for Mr. Arnold? We're good?

Mr. Cleary.

MR. CLEARY: Robert Cleary, chief procurement officer.

LEGISLATOR NICOLELLO: There were some questions obviously raised by the IG's investigation. I want to ask you about the status of those questions and whether they have been resolved?

MR. CLEARY: We appreciate the information that the IG brought to our attention. It did shed some additional light on the operations of the vendor that we were not aware of. We reviewed that thoroughly. We reviewed that with the department, reviewed that with the vendor. The vendor submitted additional disclosures. We reviewed the information that was submitted on those disclosures and everything does seem to have been satisfactorily answered in our opinion.

LEGISLATOR NICOLELLO: Have you had any direct communications with the IG that represented it's been resolved to their

satisfaction as well?

MR. CLEARY: I can't speak for the inspector general obviously. We have had some communication with them regarding this matter.

LEGISLATOR NICOLELLO: My counsel indicates that he has actually spoken with the IG and she believes with the updated disclosures and the additional information that was provided by E and A that she is satisfied.

Any questions for Mr. Cleary?

LEGISLATOR ABRAHAMS: If I may Mr. Presiding Officer? I appreciate Mr. Cleary being here and obviously Mr. Arnold to talk about the construction component. But all due respect, the report was generated by the IG and I know we haven't had the IG down here to formally present, but I would think based on the commentary of Mr. Cleary as well as the back and forth to make sure that this legislature is proceeding in the correct direction. We should make sure that the IG is comfortable with the responses that Mr. Cleary

has presented to the legislature. I would request that the IG come down to make that case to the legislature before we proceed.

LEGISLATOR NICOLELLO: All right. What we can do is table this for now and then either she can get down here while we're still doing the contracts or when Rules reconvenes later on. A motion to table by the minority leader. Seconded by Legislator Schaefer. All in favor of tabling signify by saying aye. I think we're good for now but we're going to hear from the IG on this contract.

MR. ARNOLD: Thank you.

LEGISLATOR NICOLELLO: Next two contracts are with Traffic and Parking Violations Agency. E-34 2020 is a contract with Top Key Court Reporting, Inc.

MS. CLAUDEFELDER: Christin Claudefelder, counsel to Traffic and Parking.

Item E-34-20 is for stenography services at Traffic and Parking. It's the first of two one-year extensions with our existing stenographic agent. We did have an

RFP back in October 19th of 2015. We had two responses and this was the lowest bid. It is a woman-owned business enterprise. Anybody has any questions I will take questions.

LEGISLATOR NICOLELLO: Any questions?

LEGISLATOR KOPEL: Why are you extending it and not rebidding it?

MS. CLAUDEFELDER: It's not time yet. Within the original contract we have two one-year extensions that are permitted. So, based on our calculations we think we will have to go out to an RFP I think before December 31st of 2021.

LEGISLATOR KOPEL: You don't have to I understand, but you also don't think that you'll necessarily get anything better out there if you did it now?

MS. CLAUDEFELDER: I don't think there's any reason to believe that, that's correct.

LEGISLATOR NICOLELLO: Any other questions? Let's go on to the next one which is E-43, Quest Computer Products L.L.C.

MS. CLAUDEFELDER: E-43 of '20 is our character-based ticket processing system. This is a sole source provider. It's proprietary software. This is an annual amendment that we have been doing since we went out for the original RFP with that vendor. This is amendment 18, which is just an extension. If anybody has any questions I'm happy to answer them.

LEGISLATOR NICOLELLO: Does TIPVA regularly evaluate whether it makes sense to stay with the sole source or whether it makes sense at some point to do an RFP?

MS. CLAUDEFELDER: Absolutely. We actually -- you have already approved the contract for the new software that's going to replace this system. That contract's already been executed and we are already in the process, the design process of coming up with a new system that we believe is going to be a much better fit for where we are right now. I think the projection for when that's going to finally be online is fourth quarter of 2020. Latest maybe early 2021. So this is just

either the last or second to last of the enhancement contracts to get us through to that point.

LEGISLATOR NICOLELLO: That's good. Any questions? Thank you very much. Next two are with Human Services and Social Services. E-45 of 2020 is an agreement with Cornell Cooperative Extension.

MS. HORST: Katy Horst from the administration. This is a three-year contract with Cornell Cooperative Extension of Nassau County. This contract will allow for the creation, expansion of the 4H Youth Development Program such as the Master Gardener Program, increased East Meadow farm visits and programing, expanded marine camp among other programs and activities. The contract is $150,000 for three years.

LEGISLATOR NICOLELLO: Any questions? We're good. Let's move to the next one which is U-3, which is an agreement with Long Island Marriott.

MS. HORST: This is to execute a contract with the Long Island Marriott for the

annual senior luncheon. This is $13,200 for our annual senior luncheon event.

LEGISLATOR NICOLELLO: We have been having it there for a while, correct?

MS. HORST: Yes. At least the last three years.

LEGISLATOR NICOLELLO: Any questions on this one? Thank you Katy.

Health Department E-36 2020, James McGuinness and Associates. Double duty today.

MS. LAURAIN: Mary Ellen Laurain. Thank you. Item E-36-20 is a contract with James McGuinness and Associates in the amount of $929,700. This program provides Medicaid billing for our children with preschool special education program. This vendor determines medical eligibility for Medicaid rather and reimbursement. The contract is about ten weeks late. The vendor had a critical family emergency.

LEGISLATOR NICOLELLO: Any questions on this contract? Legislator DeRiggi-Whitton.

LEGISLATOR DERIGGI-WHITTON:

Thank you. My counsel wanted to get copies of any updates from the years through 2019 as far as their records and all.

MS. LAURAIN: I don't understand the question.

LEGISLATOR DERIGGI-WHITTON: Do you know if we have any updated data on the reimbursements that we have been receiving for this program?

MS. LAURAIN: I would have to ask our fiscal unit. How much Medicaid reimbursement we get?

LEGISLATOR DERIGGI-WHITTON: Yeah. Through 2019.

MS. LAURAIN: I actually have that. Approximately $5.4 million last year. That's after claims are submitted to insurance and they determine Medicaid eligibility. Just double check that. They identify the children and the services and then they determine Medicaid eligibility.

LEGISLATOR DERIGGI-WHITTON: Thank you very much.

LEGISLATOR NICOLELLO: Anyone

else? I think we're good. Thanks.

District attorney E-39 of 2020, the Safe Center of LI, Inc.

MR. MCMANUS: Bob McManus, district attorney's office. The item before you is an agreement between the district attorney's office and the Safe Center of Long Island for a 24-hour hotline for victims of sexual assault and domestic violence. While the district attorney's office has provided funding for the hotline for the previous four years, this year's agreement had to be approved in advance by the state comptroller's office to ensure that this was an appropriate use of forfeiture funds in accordance with stricter guidelines instituted in 2019 governing the use of such funds.

LEGISLATOR NICOLELLO: Any questions? We're good. Thank you. We are in the process of going through the contracts. After the contracts have been called there will be a public comment period.

County attorney, E-40 of 2020. These next four, five contracts are with the

county attorney's office.

MR. LIBERT: Brian Libert from the county attorney's office. Do you want me to cover them all at once or just these two?

LEGISLATOR NICOLELLO: Let's cover the first two together since they're both lobbyists and we will move on.

MR. LIBERT: That's what I was thinking as well. E-40-20 and E-41-20 are contracts for the county's two lobbying firms. These firms represent the county in Albany and other places for the county's lobbying efforts.

LEGISLATOR NICOLELLO: Aren't these a little late? Obviously the session is more than two months old at this point.

MR. LIBERT: These contracts have been in place previously. So these firms have been doing work on behalf of the county. So I would hesitate to say that they were late. They may be relative to the Albany session, but they have been doing work and the work is ongoing.

LEGISLATOR NICOLELLO: The

amendments will go through February 28, 2021?

MR. LIBERT: That's my understanding.

LEGISLATOR NICOLELLO: That's kind of an odd date. I think we are going to approve these but that will be in the middle of the next session. I would have thought maybe June 30, 2021 might have been a better choice. But we have what we have. Any questions about these two? Let's go to the next ones. Actually next two, which are contracts with Goldberg and Segalla.

MR. LIBERT: E-46-20 and E-47-20 are contracts with the outside counsel firm of Goldberg Segalla. E-46 is a contract which is closing out several, basically closing out the old contract. I believe they had four or five cases under that. Several of them have ended. All of those cases which are continuing are covered under the new contract which is case specific in nature.

LEGISLATOR NICOLELLO: Any questions about these two? Hearing none, Sokoloff Stern, which is the next one, we

actually had requested a month or two ago that when there is a new case being assigned to a law firm that it be broken out into a separate contract. The reason for that is we don't want to see the approval of an initial contract to go on in perpetuity. In other words, we approve a law firm to handle a case and then later on we offer them another case under the same contract. And again, a single approval can continue theoretically in perpetuity. We've ask that the new cases be broken out separately from the existing cases.

So we would request that they do that with Goldberg Segalla. We have no problem, speaking for the majority, with this firm. Obviously they're very qualified. But we just with handling these we would request that new cases be separated and put into a separate contract.

MR. LIBERT: We are aware of that instruction. It's conceivable that this was actually drafted before we had that conversation on the record. But I would say

also, just as a note, I think your point is well taken. In this case Sokoloff Stern was handling one matter called Rodriguez and they were only handling one part of Rodriguez. One particular conflicted individual. That case settled and there was still significant funding left on the contract. So there was some practical value in that. But of course your point is well taken legislator and we will take that under advisement for the future.

LEGISLATOR NICOLELLO: But that's exactly why we would want to do that because obviously there was an initial grant of monetary approval for this firm to handle that one case and rather than roll it over into a second case I think it's easier to see how much these cases are costing the county to do it separately.

MR. LIBERT: Understood.

LEGISLATOR NICOLELLO: We are going to table this for now and hopefully you can get Sokoloff Stern to execute that contract, turn it around and we can do this in

two weeks.

MR. LIBERT: Very well.

LEGISLATOR NICOLELLO: Motion to table by Legislator Rhoads. Seconded by Legislator Schaefer. All in favor signify by saying aye. Those opposed? The matter is tabled.

MR. LIBERT: Thank you.

LEGISLATOR NICOLELLO: Medical examiner, E-42 of 2020, a contract with Peter Farmer.

MS. KELLY: My name is Carolyn Kelly. I'm the deputy medical examiner for laboratories and I'm appearing on these two matters. Dr. Farmer first or the other first?

LEGISLATOR NICOLELLO: What was the second one that you have.

MS. KELLY: It's item 75-20, a board transfer of funds about $13,000. It's a reallocation of funding.

LEGISLATOR NICOLELLO: We're not handling that part of the calendar now. Basically that will go before Finance first

and in all likelihood once it passes Finance it will on consent to the Rules Committee.

MS. KELLY: Just Dr. Farmer then. This is an amendment that is long over due. It covers the term from 2018 to 2019 of June. The maximum amount of the contract was $35,000 for the term of this amendment period. Dr. Farmer is a forensic neuropathologist. He performs examinations of brain samples from remains and we're trying to get this through because it's overdue as you can see.

LEGISLATOR NICOLELLO: Any questions? Thank you very much. I'm going to make a motion to untable the contract with EA Restorations. Seconded by Minority Leader Abrahams. All in favor of untabling E-5 of 2020 signify by saying aye. Matter is untabled. I believe our inspector general is here.

MS. FRANZESE: It's been a while Presiding Officer. How are you? Thank you for inviting me. I don't really get to come down here often.

LEGISLATOR NICOLELLO: I think you're the only person that says that.

MS. FRANZESE: It's a pleasure to be here. I believe the legislature had questions or a question.

LEGISLATOR ABRAHAMS: How are you? So, obviously since your report was issued on February 7th it has generated much concern regarding the EA contract. Then obviously we just had the department come up and speak on the contract as it pertains to the construction and Mr. Cleary then, is he still here? I don't see him but I'm sure he's somewhere in the building. Then Mr. Cleary got up and appreciated your comments from your office and at the same time talked about some of the changes. Then obviously he referenced I believe the letter from E and A Restoration as well in regard to some of the changes.

Now, what I was going to do was go point by point through your report to make sure each of the items that you identified in your report were met to your satisfaction or I guess we can cut it short and you can tell me

what you believe, based on the E and A letter, Mr. Cleary's statement, based off of what you wrote which was issued on February 7th where you are or we can go point by point.

MS. FRANZESE: I'm happy to talk about and if you have any other questions I will be happy to answer them.

I can tell you that the vendor and their attorneys cooperated fully with my office. They provided all the documents. They made their clients available for interviews and we were able to get what we needed in order to draft the report that you have.

It's my understanding and I've read the amended or amended disclosure forms. It looks as if they did that promptly and it looks like that is -- that the new disclosure forms are reflecting what my office saw in its investigation. I can also tell you that we received a letter, which I guess you have as well, and a supplemental letter in response to our report. And at this point, based on everything, the totality of the circumstances,

we are satisfied with what we have.

LEGISLATOR ABRAHAMS: Legislator DeRiggi-Whitton has questions at some point. I guess based on the documentation that was missing initially it has now been furnished and your office is satisfied with that documentation. However, there are underlying issues where this legislature will have to determine whether or not there was some level of perceived, I'm using the word perceived, deception that was potentially going to occur.

I guess I really want to ask you specifically not really about the disclosures but more about the commentary between your office and some of the officers that are actually on E and A. Let me bring up an example.

In 2017 I believe, if I'm pronouncing his name wrong correct me, Antonios. According to the passport system submitted to New York City's passport system he identified himself as an officer at that time in 2017 if I'm understanding this

correctly.

However, is the terminology used on the county's disclosure, principal disclosure questionnaire different than the terminology that's used in passport? Why would the chief executive officer be misinterpreting to think that we weren't asking for the same level of information that Passport uses? I don't know if that came out in your interview that I didn't see in your report.

MS. FRANZESE: In New York City they have -- they ask for three officers. It's my understanding that you can't continue on into the form unless you provide three officers. So I believe that the vendor's thought was that they were going to provide three officers just to move on with the form. At least that's seems to be their position.

As far as our forms, we indicate, obviously you know, principal owner. I think it's owners and/or officers. On that disclosure they chose to put down the one officer. Sole owner and officer.

It's unclear to me why the two, it

was unclear to me why the two disclosures, one from the city one from Nassau County, why they were different in that respect. I believe in the first response from the vendor, I do not believe it was sufficiently spoken to. However, in the supplemental response, which I hope you have, it seemed to be a little clearer that they seem to make clearer their position.

LEGISLATOR ABRAHAMS: In your interview of Antonios was there any concern with him with E and A not disclosing him as an officer because there was some issue with his political campaign contribution disclosure form or the fact that he wouldn't have to do one since he wasn't technically listed as an officer? I highlight that because I'm looking at your report, because one of the things about our disclosure process it also requires that political campaign contributions be disclosed and there was a $5,000 campaign contribution made on October 23, 2017. So, to me, that's a very significant number. As well as it wasn't disclosed initially. I'm

guessing it has been now?

MS. FRANZESE: Yes. As a matter of fact, I believe that when we spoke with the attorneys that actually they disclosed I think even more than our disclosures actually required. But it's hard to tell. When people are filling out forms and leave something off or if they decide that a certain individual is not an officer, it's hard to determine whether they're doing that in order to make things easier and move quickly and I'm going to disclose one officer to almost kind of take a shortcut. Or are they doing it to not reveal certain, as you mentioned, campaign contributions or affiliated companies or things of that nature.

LEGISLATOR ABRAHAMS: Let me ask you Inspector General, there was another incident as well for a contract in 2017 for $5 million for general construction where in that case, if I'm understanding your report correctly, while E and A did disclose certain campaign contribution, it did not disclose again Antonio's $10,000 contribution this time

that was made October 7, 2017. This is the same type of incident that happened in '16 and in '17?

MS. FRANZESE: It looks like the company's stance at the time saying that Antonio wasn't or isn't an officer it seems like that caused them to interpret this as they didn't need to disclose it. Again, I'm not certain -- we weren't able to really ascribe any motive to it but certainly that was the result. That certain campaign contributions and other disclosures were not made public. And from my office we want just want to make sure you have all the information before you vote on contracts.

LEGISLATOR ABRAHAMS: First let me take a pause to say that. I think your report, as well as your reports, have been a breath of fresh air. I'm glad to see that we have an inspector general of the likes of your office and commend your office on the great work that you have been doing. It's much appreciated. I have one more question that I wanted to dive into.

I'm just looking through your report to make sure I find it. I may have to pass the floor until the next person while I look for it. There was a question -- you had interviewed Antonio and there was some back and forth that I saw where he identified himself as a principal officer. I guess maybe I was reading through the passport system or maybe he identified himself as an officer maybe at a bidding process. I'm not too sure. I'm trying to find it in your report.

Can you shed some light on that or do you need me to find it in the report and identify it to be able to answer the question properly?

MS. FRANZESE: I will tell you initially when we visited the location we asked for the boss and they brought out actually the other officer that now files a disclosure, which is the daughter of the vendor. She actually identified herself as an officer. Then after some digging obviously there were things that supported that. That she was in fact an officer and she actually

had the title that she told us she had.

LEGISLATOR ABRAHAMS: CFO?

MS. FRANZESE: Yes. Minority Leader, I can also note that the county as of right now doesn't have a definition, doesn't define officer, which may cause some issues. With people deciding whether they need to disclose certain things.

LEGISLATOR NICOLELLO: Legislator DeRiggi-Whitton.

LEGISLATOR DERIGGI-WHITTON: I think that would be a good change. I concur that we really appreciate having you and your office. But when we get the backup, when it comes to contributions, and again, not even just pertaining to this but just in all of them, sometimes it doesn't mention the person who contributed and the amount. I think that that should be something we should require as well. It would just be easier for us to have an idea. Obviously there's nothing wrong with contributing. But if it seems to be an excessive amount it makes it easier for us to be aware of that. Do you think you would

consider changing that possibly policy with the procurement forms, just requiring the names and amounts?

MS. FRANZESE: I know for sure the administration is looking at the forms to see how they can improve the forms. Since you said that, and I'm sure they're listening, I'm sure they would note that as something that should be taken into consideration. I think truly as you said, it's not even necessarily what's in the disclosure just the fact that people are disclosing. It's about accountability. It's about transparency.

LEGISLATOR DERIGGI-WHITTON: Correct. There's nothing necessarily wrong just to know about it. There's been a couple of things we recommended. I don't know when they're going to be coming out with the new forms but I think it would be helpful to show them to all of us. I remember we wanted to mention if there was a problem or if there was a lawsuit with a municipality, things like that. So, I have a couple that aren't coming to me right now. Maybe we can go over that

before they're put in place.

MS. FRANZESE: I think the more input certainly the better. In our reports I hope that everyone agrees we are trying to get you as much as we can so that you can be as informed as possible. Everything we know we feel you should know so that you can decide.

LEGISLATOR DERIGGI-WHITTON: I know the Minority Leader is asking the questions but basically do you feel comfortable with this contract?

MS. FRANZESE: As far as the vendor, I think that the fact that they responded promptly and the fact that they cooperated certainly is something that makes you feel a little more confident in the process. I was glad that the attorneys were as forthcoming and that the vendors -- the officers were so forthcoming. I was glad they responded. I was glad that they responded and I'm glad that they actually clarified their response. The supplemental response even made us feel better. At this point we wanted to obviously tell you what we've learned and then

at this point you guys make the decision because everybody voted for you and not for me.

LEGISLATOR DERIGGI-WHITTON: Speaking with my colleague to my left, Legislator Siela Bynoe, again, not for anything other than to clarify and make things easier for us up here, maybe if you do such a thorough review, which you did, maybe you could just at the end summarize it with a recommendation as to whether or not you feel comfortable or should it go for further information.

LEGISLATOR NICOLELLO: Legislator Bynoe.

LEGISLATOR BYNOE: So yes, a wonderful job. Just very thorough in your communication to us. I appreciate it. Based on that, I was weighing my decision on it. Then there was a response that came in from E and A and then we didn't hear back from you. My request is that when there is some level of a response provided to us if you could then weigh in and tell us whether you feel that

it's adequate so we don't have to drag you back from One West. Today is great day. The weather is great and you probably didn't mind it much.

MS. FRANZESE: I don't get out much.

LEGISLATOR BYNOE: Just so we can close the loop on these tissues it would be helpful once you review whatever the response is in some way communicate with us.

MS. FRANZESE: I'm happy to be as responsive to the legislature as you need me to be. But certainly I would have certainly reached out. If somebody reached out I'm happy to talk to you. We want to be as open with you as we are asking people to be with us.

LEGISLATOR BYNOE: Again, thank you for a great job.

MS. FRANZESE: We appreciate the support from the legislature. It's been a great year and a few months.

LEGISLATOR NICOLELLO: This vendor has a history of doing business with

the county, correct?

MS. FRANZESE: This particular vendor it's my understanding they do.

LEGISLATOR NICOLELLO: I think you hit the nail on the head before when you said the issue has to do with the use of the term officer. Certainly in terms of principals, in terms of officers of the corporation they indicated that the mother I guess is in fact the sole owner and president and 100 percent shareholder of the corporation. And if you look at it as a corporate term there is only one officer. The others were throwing around that term. But in terms of the corporate structure the only officer is the president. Whether they gave a different answer to the city for whatever reason, I can see how they could define how they're answering this disclosure as who are the officers, who is the principal. It is the mother because she is the sole shareholder and president.

I think the county has to clarify going forward what information we are actually

seeking. I agree with my colleagues that we may need to update these disclosure forms to make sure that our vendors are getting specific directions on what information they have to provide.

MS. FRANZESE: I think improvements can be made as well.

LEGISLATOR NICOLELLO: Minority Leader Abrahams.

LEGISLATOR ABRAHAMS: Quick thing Madam IG. As I'm reading through -- this is from county 2019 procurement policy, definition of officer says any individual who serves as chief executive officer, chief operating officer of the contractor by whatever title is known.

If Antonios indicated that he identified himself to the New York City Passport System as an officer it's pretty clear. If he gave himself that title as an officer in 2017 then it fits into what we have in 2019. I'm not too sure where the confusion came but we should clarify our forms if we feel --

MS. FRANZESE: I'm sorry Minority Leader. I wanted to mention yes, it certainly does in our procurement policy have that. However, our forms don't reflect it, so I don't know that the vendors are reading the procurement policy very clearly.

LEGISLATOR ABRAHAMS: I do want to ask you one final thing and then I want to point something to Mr. Chiara. There is $150,000 provision in the contract that requires monitoring. I'm not professing nor am I alleging anything in terms of any level of deception by the vendor. However, some of the concerns that are identified in your report and obviously looking at the responses by the CEO, it looks like they tried to address that. They submitted some of the disclosures.

But there is a $150,000 provision in the contract that requires -- that could impose monitoring. I believe that is something in this case we would like to see get done. This is a contract that's millions and millions of dollars. I just wanted to get

your thoughts on that provision of the contract as well and then I want to bring up Mr. Chiara to talk about how will that be imposed.

MS. FRANZESE: Thank you for that question. It's a large project. It's a lot of our money that's going to be going to the vendor. I may be biased but I'm very pro oversight when it comes to things like this. In this circumstance, with the large amount of money that this contract is, that's in this contract, I don't know that -- I can't see a downside for an integrity monitor. But again, it would have to be somebody independent. It would have to be somebody that the county chooses instead of maybe the vendor. But, I mean, integrity monitors are great. Oversight is great. I'm very pro that. Maybe I'm biased because of my job but I think it would be something to consider.

LEGISLATOR ABRAHAMS: I think it's something that we need to consider on a greater expansion of contracts. As the budget season begins to rile up, obviously it's

something that we would like to talk to your office a little bit more. Potentially empowering your office more. Because I know obviously you cannot do the integrity monitoring from your office and your staff that you have now. But potentially looking to expand your role to be able to do that as well.

MS. FRANZESE: The large portion of my office is very familiar with integrity monitors and what they do and we are capable of that. I just want to say, it doesn't have to happen for every contract. But the larger contracts certainly should have some level of scrutiny. At least from my opinion.

LEGISLATOR ABRAHAMS: Mr. Chiara. Jodi hang around. We have a follow-up as well.

MR. CHIARA: Minority Leader, you have a question?

LEGISLATOR ABRAHAMS: Yes. We were talking a little bit about the integrity monitor. That provision being imposed in the contract. I just have a quick question. In

my reading of the contract is that monitor selected by your office or by the county or selected by the vendor?

MR. CHIARA: It's an allowance if it's needed. Under the allowance section it would be selected by the vendor with the county's approval.

LEGISLATOR ABRAHAMS: By the vendor with the county's approval.

MR. CHIARA: When I say the county I also mean the inspector general's approval as well.

LEGISLATOR ABRAHAMS: I'm sorry to put you on the spot Madame IG. How do you feel about the fact that the vendor's able to pick their own integrity monitor? It sounds unusual but I'd rather defer to someone like yourself.

MS. FRANZESE: Again, I have a little skin in the game. My thought is if our office is able to be a part of it we certainly -- I would be more comfortable. I do think the county should have more of a say than the vendor.

LEGISLATOR ABRAHAMS: Say for example, Mr. Chiara, the vendor comes up with A, B, C. You say no way. Then what's the recourse? Do they have to go find somebody else? Does the work not start until they have an integrity monitor in place? Like what happens next?

MR. CHIARA: The allowance wasn't written for the term of a contract. The allowance was written if a specific instance came up where it was necessary.

LEGISLATOR ABRAHAMS: So it's not even required?

MR. CHIARA: It's an allowance. It's not required.

LEGISLATOR ABRAHAMS: I guess what I'm driving is, when I saw integrity monitor I'm thinking that this would start, regardless of whether or not we thought it was required, that they're monitoring how the contract is being executed and how the services to the county are being attributed. That's what I thought. That's not the case?

MR. CHIARA: That's not how it

would be. It's an allowance. If it's needed for some specific instance that came up during the project the county could request that one be put in place for a specific instance or task. It's not for the contract.

LEGISLATOR ABRAHAMS: I can't speak for the Majority but I will speak for the Minority. It's needed. Let's just put it that way. There's been some concerns that have been identified by the inspector general. I'm not saying there's anything here that anyone -- I'm not accusing anyone of any level of deception, but there are some things that are questionable. And from that standpoint, I think it's needed. So explain to me the process to be able to impose an integrity monitor since we believe that it's needed.

MR. CHIARA: Just to sort of just to talk, and not to put the inspector general on the spot, she's standing right next to me, walking away, is that the inspector general did a review, acted in what a monitor would do. They did an investigation. They did a

report. They turned up a report. On that specific instance you can ask them their opinion. But I think the issue was raised. The vendor responded to the issue. I think from the county's point of view the vendor is responsible and that, for me, that specific instance has been closed. If something else came up along the project -- and also we are, the county is closely monitoring E and A performance at the academy and they're doing a great job.

LEGISLATOR ABRAHAMS: How would you know if something else came up if you don't have somebody that's watching it? The inspector general doesn't have the resources to be on the job, to see the site, to report anything they may see there. Who's going to be able to do the research to determine if anything -- this kind of fell into her domain. It's a contract that she's required to review. But as this project expands over a period of time who is that person that's going to do that monitoring?

MR. CHIARA: Just like every

major, every construction project, DPW monitors their contracts with the assistance of usually a construction monitor. That's the sort of same formula that the county has followed for many years. Currently E and A is under construction for the police academy. We get monthly reports from our monitor. I've been reviewing the reports. I don't know if the inspector general has them. I'm sure they review some reports. The project is monitored.

LEGISLATOR ABRAHAMS: Who is monitoring that contract? You said the police academy is being built. Who is monitoring? You said there's a monitor for that one.

MR. CHIARA: DPW monitoring, not monitor. DPW is responsible for the project and they also have several consultants that also supervise the work.

LEGISLATOR ABRAHAMS: This is where we are, and I don't know if it's going to change anything. It's three o'clock now. We have concerns based off of the IG's report. If the administration cannot tell us

that there will be a monitor in place, independent monitor that will be in place, we have to express those concerns in a vote. I'm trying to be as clear as I can. So, if you're telling me today that there will not be an independent monitor or it will be there based off of there's a need then that's not good enough.

MR. CHIARA: I can only tell you what the terms of the contract that the county agreed to which I relayed to your staff.

LEGISLATOR ABRAHAMS: I understand. We need more meat on the bone.

LEGISLATOR NICOLELLO: Mr. Chiara, is there any sort of written guidelines that you have in terms of when an integrity monitor is appointed or not?

MR. CHIARA: In the procurement compliance policy there are general guidelines regarding how a monitor can be awarded. In this specific instance, this isn't us, the county, putting a monitor in place. It would just simply be an allowance Mr. Presiding Officer.

LEGISLATOR NICOLELLO: The county has put integrity monitors in place on other contracts?

MR. CHIARA: Yes.

LEGISLATOR NICOLELLO: We want to know what the guideline is. We want to know what the standard is.

MR. CHIARA: If you go to the procurement and compliance policy I believe it's in the appendix regarding, appendix E maybe, where the general guidelines on that are.

LEGISLATOR NICOLELLO: General guidelines. That will tell me what the standards are for when the county is going to decide when to apply an integrity monitor or not if I look at what you are referring to? It will tell me this is what the standard is for when we are going to apply an integrity monitor, correct?

MR. CHIARA: Yes. It's the county's guidelines. It's based on the city's guidelines.

LEGISLATOR NICOLELLO: Just a

question for the Minority and then I want to make another point. E and A Restorations is doing the Nassau County Police Academy. Are you proposing that there be an integrity monitor for both?

LEGISLATOR ABRAHAMS: Honestly, I don't know if it's the worst idea in the world. I mean, many of these things were uncovered by the IG in her February 7th report and we were not aware of some of these issues when the police academy was voted on. I don't think it's a bad idea to have that. I think some of these issues that are identified in this report are universal. They're not just germane to this particular contract. They're all tied in to disclosures, which, I mean, the very same issues that she identified in the report that were there as well. I don't think that's a bad idea. But it doesn't sound like there's an identified need to do it. If that's the case, then it is what it is. We think there is an identified need.

Again, I'm not going to say that anything was done with any intent to deceive

the county. But there are some concerns here that surfaced about this particular form not being filled out. I'm glad to see that E and A chose to fill this stuff out in -- since that point decided to fill this stuff out. If we didn't have the inspector general put together their report which identified many issues would they have even done that? It seems like, unfortunately, this got past the administration as well on two fronts.

So again, I'm not saying anything was done with any particular intent. I'm glad we have the inspector general that is able to uncover some of the things that occasionally do slip by. I would say it's prudent that we have an independent monitor that's there.

LEGISLATOR NICOLELLO: But should it be for both?

LEGISLATOR ABRAHAMS: Yes, to answer your question. I thought I answered it when I said it wouldn't be the worst idea.

LEGISLATOR NICOLELLO: I guess that's prompted by their responses to the disclosures. Over the course of this project

I think what we needed more was a construction manager than an integrity monitor. So that's prompted by the concerns with their responses.

Mr. Arnold, if we choose to reject the bid and the county has to rebid or go through the process what's the time frame?

MR. ARNOLD: Reject the bid would probably take us a month to recommend the second bidder if possible if he would hold his bid. If not, to reprocure you're probably talking we'll be back here in about six months. Four to six months.

LEGISLATOR NICOLELLO: That's the issue that we're facing right now. We can vote this down. I mean, the crunch that we're under is this project has taken so long. So many years. It's not a large project. It's not a particularly complex project and so much rides upon it. As I said, the residents who are dealing with the family court matters are very, very sensitive. Sometimes doing conferences in hallways. The judges have no space. It is a mess. To delay this further

is on the one hand is something we don't want to impose on our residents. On the other hand, we have these issues now with respect to this particular contract.

MR. ARNOLD: This does not preclude E and A from rebidding again. Again, they would be able to bid on anything that we would redo. And I believe they would probably take us to court if we reject the bid.

LEGISLATOR NICOLELLO: Legislator Bynoe. Then Deputy Presiding Officer. Then the Minority Leader.

LEGISLATOR BYNOE: Thank you Presiding Officer. So, hi Mr. Arnold. Commissioner Arnold. So my concern at this point regarding a monitor is that number one, I think it should be independent from the contractor having any opportunity to weigh in on who the monitor is. I think it's an inherent conflict if we allow for the contractor to decide who's going to monitor their activities. The objective is to make sure that they're in compliance with all of the components or provisions within the

contract.

I would argue that delaying that and only then bringing them into play or engaging them when there is a problem, when we identify a problem, actually reduces the real benefit. I think that if they're there at the very start and able to monitor the activities from the very start we minimize any opportunity for them to not be in compliance. I think what keeps people in compliance, right? The idea of somebody being a watchdog.

MR. ARNOLD: We have our construction management team and our county people on the project.

LEGISLATOR BYNOE: I understand that. I have long been, and no disrespect to your county folks, I have long been a proponent for this type of oversight for county contracts. Whether it be a DPW contract or whether we are providing health care services at the jail. I just think that far too many times we sign these contracts, and no disrespect to our departments, but then we rely on the folks within the department to

be the watchdog over those contracts. And in many cases there are other charges that they have. There are other responsibilities that they have that does not allow them to give it the level of scrutiny that it requires.

Someone who would be tasked with just looking at that job day and in day out, doing the polling on intervals, going in and looking at this job on a regular basis I think is a lot different than having someone from within the DPW framework.

MR. ARNOLD: All county contracts have a construction manager that's on the project day to day. Overseen by a county employee. And remember also, the county comptroller reviews all the claims.

LEGISLATOR BYNOE: From what I understanding, this integrity monitor would also look at MWBE activities, it would look at a host of different activities which relates to contract.

MR. ARNOLD: Which is done by the county construction manager.

LEGISLATOR BYNOE: So then why

wasn't earlier on that an integrity monitor contract was brought to this body. Why was it earlier on last year that we had an integrity monitor?

MR. ARNOLD: That was the police academy.

LEGISLATOR BYNOE: It doesn't matter. We just said we think it's important for both contracts. So why last year we needed an integrity monitor and now --

MR. ARNOLD: We brought it on for the police academy because we thought an extra level would be good because we didn't have a project program manager. The family court, in addition to county, it has a construction manager and also a program manager. We have three levels of people watching that job. The academy was only going to have county construction manager on it. We thought that size job another level would not hurt on that oversight.

LEGISLATOR BYNOE: Even if I was to acquiesce and say listen, I hear you, I agree with you, we have people on the job

site, the contract then says that if in fact we believe we need one that we are going to in some way confer with them to determine who they're going -- and we will then weigh in as to who we think is best. I think that there's some level of -- there would be an inherent conflict and they would be beholding to potentially the contractor more so than the county.

MR. ARNOLD: Just remember the allowance item it was a lump sum. Once it was expended there would be no more money in the contract. So it would be for a task to expend on a lump sum on the allowance.

LEGISLATOR BYNOE: To be paid by change order?

MR. ARNOLD: No. It's an allowance within the contract. If it was exhausted, then the decision would have to be made whether you have to do a change order to the project or not to make the allowance larger. It was only to deal with specific issues in this case if something came up.

LEGISLATOR BYNOE: But there's

been discussion up here that we believe that it should be on all of these very large scale construction items and you're saying that we don't need them, your staff can handle it. That's great. But the contract does say -- for some reason it was built in there.

MR. ARNOLD: We ran across an issue that we needed a monitor to look at. We had the ability to do it.

LEGISLATOR BYNOE: So the county should procure somebody so that person is strictly beholding to the county. That's there's no confusion. There's no inherent conflict as to who that person is beholding to.

MR. ARNOLD: We did that --

LEGISLATOR BYNOE: I mean, come on. I think common sense has to prevail here today that that just doesn't make any sense. That we would be engaged in getting a monitor that the contractor has to be a part of the decision making as to who it is. Let the county procure for its own integrity monitor as they were doing before and let them have

some oversight over both of these contracts. Let it be an on-call. It doesn't have to be that -- let it be on-call. As you state, your folks can do the job. Then let it be on-call. But I just think we should have a separate procurement process. It defies logic to me that we're even having this conversation that it should be grouped together like this. It just does. Sorry.

LEGISLATOR KOPEL: Mr. Arnold, if this contract were to be rebid or anything like that what would be the effect on the entire project?

MR. ARNOLD: We would have a gap between phase one and phase two where the county would have to expend funding to protect the building during the period of no work. I would assume that E and A would probably challenge in nonresponsibility determination that would have to be required to have happened for them not to have received the bid and we would end up in the court to resolve it in that case. And we would have a delay during the rebid if that's where we went and

they didn't challenge.

LEGISLATOR KOPEL: So you're talking potentially of a very extensive delay on the entire project and a very considerable amount of money in expense as a best scenario?

MR. ARNOLD: Yes.

LEGISLATOR KOPEL: At this point you feel like we've got this thing under control in terms of the issues of this specific contract?

MR. ARNOLD: It's my opinion if the IG would have called my compliance person and we had a discussion we probably could have resolved this without finding it in a report that led to this discussion today.

LEGISLATOR KOPEL: Okay. I think that kind of tells the story for me. Thank you.

LEGISLATOR NICOLELLO: The Minority Leader and myself and a bunch of us up here have discussed this and based on the testimony and the discussion we've had with the administration, with the IG, we believe

that we would like to table this. We are going to table this. And that over the next two weeks we will have to continue those discussions specifically with respect to the need for an integrity monitor for this contract.

So, I will entertain a motion to table. Moved by the Minority Leader. Seconded by Legislator Rhoads. All in favor of tabling signify by saying aye. Those opposed? Carries unanimously. That item is tabled.

All the rest of the contracts are before us. Is there any public comment on the contracts? Mr. Budnick.

MR. BUDNICK: Mr. Chairman Nicolello, honorable members of the legislature, John J. Budnick 122 Von Huenfeld Street.

Number one, I want to commend you for holding this past immediate item for as short a period as possible. I worry every day about the physical situation that our current family court in Westbury, which I consider to

be a tragedy about to happen.

Speaking about tragedies, the comment I wanted to make about the district attorney's office, the funding for the crime victims, I am very seriously concerned we're having witnesses murdered because their existence and their identities and the places they reside are being necessarily disclosed by the district attorney's office. There are some argument as to whether it was necessary or whatever. But I believe that the district attorney's office in conjunction with the other agencies of the county have to in this disgusting situation that the current leadership of our New York State Assembly, leadership of our state senate, our governor have given us with regard to disclosure of witnesses provide protections now. Provide numbers that witnesses and victims, informants and complainants in criminal cases can contact 24-7 for aid to them if they are being threatened or coerced or are having violence perpetrated against them.

I just ask that the district

attorney's office and the other agencies of the county be alerted to this problem and start to try and respond to it. Thank you very much. God bless you one and all. Thanks for putting up with me.

LEGISLATOR NICOLELLO: Thank you Mr. Budnick. Now for the vote on the contracts that were not tabled but were called. All in favor signify by saying aye. Those opposed? They carry unanimously.

I'm going to put the Rules Committee in recess. The Public Safety Committee will go next.

(Committee was recessed at 3:13 p.m.)

(Committee reconvened at 4:22 p.m.)

LEGISLATOR NICOLELLO: Call Rules Committee back into session. Almost all of our items went through earlier committees and it's been agreed by the Majority and Minority that there is no further debate or discussion necessary on these consent items at this point. They will all be heard in the full legislature in two weeks.

Rules - 3-9-20

I'm just going to call the clerk item numbers. Item 40, 41, 55, 56, 58, 59, 60, 61, 62, 63, 64, 65, 68, 70, 71, 2020. The items on the addendum. 72, 73, 74, 75. That's it.

Motion by Legislator Bynoe. Seconded by Legislator Schaefer. Any debate or discussion? Hearing none, Mr. Budnick has a comment.

MR. BUDNICK: Mr. Chairman, Mr. Nicolello, I am curious as to whether this motion includes number 66-20, the alienation by the county of some property in Woodbury. And there's another alienation of county property which is an add-on. I don't have the number available to me. Are those going to be called or are those included in the motion to approve?

LEGISLATOR NICOLELLO: Item 66, the property Woodbury, is not being called. And I don't have any other item that is added on.

MR. BUDNICK: There is supposedly an add-on item that I received about

alienation of some property in Island Park that was listed as an add-on.

LEGISLATOR NICOLELLO: It's not before us.

MR. BUDNICK: Then you have answered my question and I thank you very much. My compliments as always.

LEGISLATOR NICOLELLO: Thank you. Any debate or discussion? All in favor signify by saying aye. Those opposed? Carries unanimously.

Last item is 21 of 2020. A local law to amend Title A of Chapter 6 of the Nassau County Administrative Code in relation to the New York State Real Property Tax Law.

Moved by Legislator DeRiggi-Whitton. Seconded by Legislator Rhoads. That is before us. There is an amendment in the nature of a substitution that replaces the title Taxpayer Protection Act with a title which is more accurate as to what it is, The Reassessment Phase-In Act of 2020.

I will make a motion to make the amendment. Seconded by Legislator Rhoads.

Any debate or discussion on the amendment? Hearing none, all in favor of the amendment signify by saying aye. Those opposed? Any abstentions? All in favor. Passes seven to zero. So, now it's an amended item so we are going to call the amended item.

It is the intention of all of us not to have the full debate and discussion on this item. It will be before the full legislature on the 23rd. We are teeing it up so to speak so that we can consider this on the 23rd before the full legislature.

Anyone have any discussion on this? Hearing none, all in favor signify by saying aye. Those opposed? Carries unanimously.

One last item of business. Deputy Inspector Stephanoff would like to introduce -- actually he's not going to be presenting to us anymore unfortunately for us. He would like to introduce a person who will be.

MR. STEPHANOFF: Good afternoon. I'm going from headquarters to the Eighth

Precinct to be the deputy CO there. Deputy Inspector William Field is coming. He ran our Applicant Investigation Unit and he is highly qualified. He's going to come over and take my place. And I believe he is also going to do the leg as well. So he will be presenting from this point forward.

LEGISLATOR NICOLELLO: You've warned him and told him what to expect?

MR. FIELD: Thank you very much Greg, and I look forward to our meetings in the future.

LEGISLATOR SCHAEFER: You look very young now but that's going to change.

MR. STEPHANOFF: He's very qualified and he'll do a great job here.

LEGISLATOR NICOLELLO: Best of luck to you and I'm sure you will do extremely well in your new position in the leadership in the Eighth.

MR. STEPHANOFF: Thank you. It's been great working with everybody.

LEGISLATOR NICOLELLO: It's been great to have you here and we really

appreciate all the presentations over the years. All the information.

LEGISLATOR ABRAHAMS: I just want to concur with the presiding officer. I was saying to myself I don't know how much time you've been presenting to the legislature but it's been a while. I can tell you many have come before us and there are very few that 100 percent of the time we feel confident in their responses and your responses have always exuded confidence and trustworthy and that's all we can ask. I wish you the best in the Eighth Precinct as well. Thank you.

LEGISLATOR NICOLELLO: Thanks again. So now we will take a motion to adjourn. Moved by Legislator Rhoads. Seconded by Legislator Bynoe. All in favor of adjourning signify by saying aye. Those opposed? We are adjourned.

(Committee adjourned at 4:30 p.m.)

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 18th day of March 2020

FRANK GRAY

NASSAU COUNTY LEGISLATURE

RICHARD NICOLELLO
PRESIDING OFFICER

PUBLIC SAFETY COMMITTEE

LEGISLATOR DENISE FORD
CHAIR

Theodore Roosevelt Building
1550 Franklin Avenue
Mineola, New York

March 9, 2020
3:14 P.M.

A P P E A R A N C E S:

LEGISLATOR DENISE FORD
Chair

LEGISLATOR STEVEN RHOADS
Vice Chair

LEGISLATOR VINCENT MUSCARELLA

LEGISLATOR JOHN FERRETTI

LEGISLATOR DELIA DERIGGI-WHITTON
Ranking member

LEGISLATOR SIELA BYNOE

LEGISLATOR DEBRA MULE

Public Safety 3-9-20

LEGISLATOR FORD: At this time I will call the Public Safety Committee to order and ask the clerk to call the roll. I guess I will call the roll. Ranking Member Legislator DeRiggi-Whitton.

LEGISLATOR DERIGGI-WHITTON: Here.

LEGISLATOR FORD: Legislator Siela Bynoe.

LEGISLATOR BYNOE: Here.

LEGISLATOR FORD: Legislator Debra Mule.

LEGISLATOR MULE: Here.

LEGISLATOR FORD: Legislator John Ferretti.

LEGISLATOR FERRETTI: Here.

LEGISLATOR FORD: Howard Kopel is sitting in for Vincent Muscarella. He is here. Vice Chairman Steve Rhoads.

LEGISLATOR RHOADS: Present.

LEGISLATOR FORD: I am here. We have a quorum.

There are three items on the agenda today which are clerk items 55-20, 63-20 and

Public Safety 3-9-20

64-20.

Clerk item 55-20 is an ordinance supplemental to the annual appropriation ordinance in connection with the police department.

Item number 63-20 is a resolution to confirm the county executive's appointment of Jeanine Diehl to the position of executive director of the Office of Crime Victim Advocate.

And item 64-20 is a resolution to confirm the county executive's appointment of James E. Dzurenda to the position of sheriff of Nassau County.

May I have a motion. Moved by Legislator Kopel. Seconded by Legislator Rhoads. These items are before us. Good afternoon. We are going to talk about item 55-20.

MR. STEPHANOFF: Good afternoon. Deputy Inspector Greg Stephanoff from the police department. Item 55 of '20 is a supplemental appropriation for the amount of $637,500. This is our port security grant

program. This is a recurring grant we get for our port security program. There's a match of $212,500. We are going to use this to buy a helicopter engine and it's going to be used when -- for FAA guidelines -- we have to repair or service the engine in the helicopter this engine will swap out into the helicopter and allow it not to go out of service.

LEGISLATOR FORD: Perfect. Any debate or discussion? Thank you very much. On items actually 63-20 and 64-20, as they are appointments, we are going to vote to pass them through so that the full legislature will have an opportunity to discuss and to meet the candidates. So, no debate or discussion, right? No public comment? All those in favor of passing these items please signify by saying aye. Opposed? These item pass unanimously.

Now we're going to suspend the rules as we have some items on an addendum. Moved by Legislator Kopel and seconded by Legislator Ferretti. All those in favor of suspending the rules? Any opposed? Thank

you.

Ordinance number 72-20, 73-20 and 74-20 are all ordinances supplemental to the annual appropriation ordinances in connection with the Traffic Safety Board.

May I have a motion to move these items. Legislator Kopel and seconded by Legislator Rhoads. The items are now before us. Good afternoon Mr. Mistron.

MR. MISTRON: Christopher Mistron, traffic safety, Stop DWI coordinator.

Item 72-20 is for the appropriation for the annual stop DWI program. The program itself is divided into several aspects, enforcement, prosecution, probation, education and public administration. The budget already has been to the state and approved in form for the distributions of these monies. It is a self-sufficient program in that fine monies are collected and by law are dedicated for use. Our fine monies for DWI as well as bail forfeitures are only allowed to be used for the DWI program and for DWI has maintained in

a separate account administered by the DWI coordinator.

73-20 is a grant budget for the handicapped surcharge. Handicap surcharge, as by law, all fines collected for handicap violations is divided between the Office of Handicapped and Physically Challenged as well as Traffic Safety for use for special programs within the two departments. In our particular case we utilize them for transportation, education, as well as we have included our child safety seat program for special needs children. We have a person that, although many people think I know everything about it, is specialized in child safety seats for special needs. The money is used for that.

Primarily the money is given under contract to the New York Coalition for Transportation Safety, who helps administer the program.

And then 74-20 is a special grant that we were able to receive from the Stop DWI Coordinators Association by way of National Highway Traffic Safety Administration and it

is for special holiday enforcement of DWI patrols. It's being split between our police department and six villages. The use of the money will be for instance for Saint Patrick's Day. For special high profile enforcements. We utilized both media releases as to the special programs. It will also be used for Memorial Day, July 4th and Labor Day.

LEGISLATOR FORD: Thank you very much. Any debate or discussion? Yes, Legislator Mule.

LEGISLATOR MULE: Hi. I do have a question. What are the six villages?

MR. MISTRON: I'll have to go by memory. It is the city of Glen Cove. It is Long Beach. It is Garden City. It is -- can I email that to you? Forgive me.

LEGISLATOR FORD: Any public comment? Mr. Budnick. Thank you Chris. And you will get the information about the villages. Thank you.

MR. BUDNICK: I want to strongly support especially the funds that are going to the DWI program. We need to keep in mind that

currently our governor in his current unvoted upon status of his proposed budget anticipates legalizing marijuana, and based upon the experience of Colorado and a number of other states, we can anticipate a large jump in the DWI problem in our county. They may need more resources. And the police may need more resources. And the probation department. And the courts may need more resources. This is a very, very frightening thing that our governor and our current state legislative leadership seem to be, pardon my language, going for. Thank you very much.

LEGISLATOR FORD: Thank you very much Mr. Budnick. All those in favor of passing 72-20, 73-20 and 74-20 please signify by saying aye. Any opposed? The items pass unanimously.

Since there is no other business before us, I will now adjourn the meeting. Moved by Legislator Kopel. Seconded by Legislator Rhoads. All those in favor? The committee is now adjourned.

(Committee was adjourned at 3:23)

Public Safety 3-9-20

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 18th day of March 2020

FRANK GRAY

NASSAU COUNTY LEGISLATURE

RICHARD NICOLELLO
PRESIDING OFFICER

HEALTH AND SOCIAL SERVICES
COMMITTEE

LEGISLATOR ROSE MARIE WALKER
CHAIR

Theodore Roosevelt Building
1550 Franklin Avenue
Mineola, New York

March 9, 2020
3:24 P.M.

A P P E A R A N C E S:

LEGISLATOR ROSE MARIE WALKER
Chair

LEGISLATOR JAMES KENNEDY
Vice Chair

LEGISLATOR LAURA SCHAEFER

LEGISLATOR C. WILLIAM GAYLOR

LEGISLATOR DELIA DERIGGI-WHITTON
Ranking member

LEGISLATOR ARNOLD DRUCKER

LEGISLATOR JOSHUA LAFAZAN

Health - 3-9-20

LEGISLATOR WALKER: At this time I will call the Health and Social Services Committee to order and ask the clerk to call the roll.

MR. PULITZER: Thank you madam. Health and Social Services roll call. Legislator Joshua Lafazan.

LEGISLATOR LAFAZAN: Here.

MR. PULITZER: Legislator Arnold Drucker.

LEGISLATOR DRUCKER: Here.

MR. PULITZER: Ranking member Delia DeRiggi-Whitton.

LEGISLATOR DERIGGI-WHITTON: Here.

MR. PULITZER: Legislator Ferretti.

LEGISLATOR FERRETTI: Here.

MR. PULITZER: Legislator Laura Schaefer.

LEGISLATOR SCHAEFER: Here.

MR. PULITZER: Vice Chairman James Kennedy.

LEGISLATOR KENNEDY: Here.

Health - 3-9-20

MR. PULITZER: Chairwoman Rose Walker.

LEGISLATOR WALKER: Here.

MR. PULITZER: We have a quorum ma'am.

LEGISLATOR WALKER: Thank you. There are five items on the agenda today which are clerk items 58-20, 59-20, 60-20, 70-20 and 71-20. Clerk items 58-20 through 60-20 and 71 are ordinances supplemental to the annual appropriation ordinance in connection with the health department. And item 70-20 is an ordinance supplemental to the annual appropriation ordinance in connection with Human Services.

May I have a motion please. By Legislator Schaefer. Seconded by Legislator Drucker.

MS. LAURAIN: Good afternoon. Mary Ellen Laurain, Department of Health.

Item 58-20 is a supplemental appropriation in the amount of $418,578. Sorry. I was running. This is for the tuberculosis program. This is grant funded

through New York State Department of Health, and the mission is to protect the public against tuberculosis.

LEGISLATOR WALKER: Any legislative comments? Next item.

MS. LAURAIN: Item 59-20 is a supplemental appropriation. It's in the amount of $20,360. It's for our rabies program. It's 100 percent funded through the New York State Department of Health and its mission is to protect the public against rabies.

LEGISLATOR WALKER: Any legislative comments? 60-20.

MS. LAURAIN: 60-20 is a supplemental appropriation. It's in the amount of $294,343. It's for the Adolescent Tobacco Use Prevention Act. This is funded through New York State Department of Health and does inspections and compliance for tobacco sales to people less than 21 years of age.

I see the backup. I just spoke to our fiscal unit to make sure they do change

the backup. The law went into effect in November. I will make sure they change the backup to 21. The state still calls it though the adolescent tobacco. They have not changed that name. I did ask that question but they have not changed that yet.

LEGISLATOR WALKER: Could I just ask, Mary Ellen, if you could submit that backup to the clerk please.

MS. LAURAIN: For this item or just for the next grant cycle?

LEGISLATOR WALKER: For this item. Between now and the full leg just so we have the updated.

MS. LAURAIN: Sure we will do that. Yes.

LEGISLATOR WALKER: Just throwing something else on your plate that you have to worry about.

MS. LAURAIN: That's quite okay. I understand.

LEGISLATOR WALKER: Thank you. Legislator Drucker.

LEGISLATOR DRUCKER: Thank you

Madam Chairwoman. We worked pretty hard to get the tobacco age raised to 21. It is important to get that changed. Any possibility of getting it to include checking for licenses for vaping retailers?

MS. LAURAIN: We are doing that. We do compliance checks for vape. You mean in the backup?

LEGISLATOR DRUCKER: There's $294,000 that's funded. Can it be included while they're checking these places they're probably the same places that sell the vape products.

MS. LAURAIN: We do check that. Yes, we do.

LEGISLATOR DRUCKER: Will it be listed all as one of the things that's certified?

MS. LAURAIN: We would have to check with the state health department as far as when they send us the award letter. I'd have to look into that.

LEGISLATOR DRUCKER: Can you do that?

MS. LAURAIN: Yes.

LEGISLATOR DRUCKER: And let us know?

MS. LAURAIN: Yes.

LEGISLATOR WALKER: Thank you. Any other legislators?

MS. LAURAIN: That was 60, right? Item 71-20 is a supplemental appropriation in the amount of $155,000 and that is for the HIV expanded service grant. This is funded through New York State Department of Health and the mission is to find people who may not be in care who are infected with HIV and encourage them back into care.

LEGISLATOR WALKER: Any questions from the legislators or comments?

MS. LAURAIN: Back to the tobacco. There are stings being conducted. We've done them with the police and state police for vape.

LEGISLATOR WALKER: Thank you very much for that. Thank you. And is there anyone here from the administration to speak

on item 70-20?

MS. HORST: Katy Horst from the administration. I'm going to do my best.

This item appropriates $348,395 in funds received from the New York State Office for the Aging for the period of April 1, 2019 through March 31, 2020. The new name of this program is Unmet Needs. It is a new revenue source that is meant to supplement other already existing programs such as transportation or housing. The OFA plans on running a pilot program for the transportation program for the senior population. This would provide rides for seniors who need to travel to the doctor, pharmacy and other designations. It's 100 percent reimbursable.

LEGISLATOR WALKER: This would cover all of our seniors?

MS. HORST: That is all the information I have but I can get back to you.

LEGISLATOR WALKER: If you could. Legislator DeRiggi-Whitton.

LEGISLATOR DERIGGI-WHITTON: If you could also, I don't expect you to have it,

I'm wondering what kind of vehicles it's going to cover? We had an incident where we tried to get a bus to help in Port Washington and it wasn't handicapped accessible. Is this going to go through the NICE system with Able Ride? I know you don't know. If you could just let us know what type of vehicle and how it's going to be distributed. Thank you.

LEGISLATOR WALKER: Legislator Schaefer.

LEGISLATOR SCHAEFER: I just agree. I want to reiterate. There's a lot of information that would be helpful to know. It sounds like a great program but a little unbelievable. It would be great if it's something that we can do for the entire county.

MS. HORST: Absolutely. We will get you more information.

LEGISLATOR WALKER: Are there any questions or comments from the legislature regarding that item? Is there any public comment on any of these items? Certainly Mr. Budnick.

MR. BUDNICK: I just want to raise an issue about these various health department supplemental appropriations. We have a severe problem, particularly in southeast Nassau County stretching from Legislator Walker and Schaefer's districts and it's down threatening Legislator Kennedy's District. It's called the Navy Grumman toxic waste plumes. And I do not see that the health department seems to be in the front lines trying to stop this problem before it destroys areas like the Massapequa Preserve, Tackapusha Preserve and our southern bay.

Thank you very much and thank you for putting up with me.

I have one other suggestion with regard to vaping and smoking. I think we might need a local law with regard to under 18 year olds that allows petitions to be filed in the family court as persons in need of supervision so that people under 18 found using vaping and tobacco don't have to be brought up as juvenile delinquents. Thank you very much for your time and trouble. God

bless you.

LEGISLATOR WALKER: Thank you Mr. Budnick. Seeing there is no other public that would like to speak, all in favor of these items signify by saying aye. Any opposed? The ayes have it and they will move on to their next committee.

That is all that's on the agenda today. Just before we do close, I want to thank Mary Ellen Laurain and certainly the entire health department for all they're doing to assist us right now in the county. Thank you.

I didn't make a motion to close the meeting. All in favor of closing the health Committee signify by saying aye. All opposed? Legislator Drucker. Seconded by Legislator Kennedy. Unanimously agreed upon.

(Meeting adjourned at 3:35 p.m.)

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 18th day of March 2020

FRANK GRAY

NASSAU COUNTY LEGISLATURE

RICHARD NICOLELLO
PRESIDING OFFICER

FINANCE COMMITTEE

LEGISLATOR HOWARD KOPEL
CHAIR

Theodore Roosevelt Building
1550 Franklin Avenue
Mineola, New York

March 9, 2020
3:40 P.M.

A P P E A R A N C E S:

LEGISLATOR HOWARD KOPEL
Chair

LEGISLATOR VINCENT MUSCARELLA
Vice Chair

LEGISLATOR TOM MCKEVITT

LEGISLATOR ROSE MARIE WALKER

LEGISLATOR ELLEN BIRNBAUM
Ranking member

LEGISLATOR ARNOLD DRUCKER

LEGISLATOR DEBRA MULE

Finance 3-09-2020

LEGISLATOR KOPEL: At this time I will call the Finance Committee to order. I will act as clerk and I will call the roll.

Mr. Lafazan, Mr. Drucker, Ms. Birnbaum, Ms. Walker, Mr. McKevitt. Substituting for Mr. Muscarella is Mr. Ferretti. We have a quorum.

First, I will take a motion to suspend the rules by Mr. McKevitt. Seconded by Mr. Drucker. All those in favor of suspending the rules? Aye. Any opposed?

Now I'm going to call a number of items that have already been through prior committees and we're going to hopefully pass those by consent. Those would be numbers 55, 58, 59, 60, 70, 71. And on the addendum 72, 73, 74. Motion on those by Ms. Walker and seconded by Ms. Birnbaum. All those in favor of those items? Aye. Are there any opposed? So those items are unanimous.

We will go back to item number 40, which is a resolution authorizing a grant agreement with Department of Parks. As well as 41. The first one is with Department of

Parks and Art Guild of Port Washington. The second one, 41, is Department of Parks and Oyster Bay Historical Society.

That motion is made by Ms. Walker again and seconded by Mr. Lafazan.

MS. CASO: Tori Caso from the Parks Department.

Item 40 is a grant agreement with the Art Guild of Port Washington for up to $10,000 to reopen the Barnett Elder Field's field in order to increase visual arts and cultural programing.

And 41 is the Oyster Bay Historical Society for up to $22,000 to repair and restore the Earl Whiteman Historic House in the Town of Oyster Bay. They are both paid from hotel-motel tax funds.

LEGISLATOR KOPEL: Are there any legislative questions on those items?

Number 65 is a resolution authorizing the treasurer to furnish the clerk of the legislature with a petty cash fund in the amount of $500.

That motion is made by Mr. Lafazan

and seconded by Mr. McKevitt.

Michael, what are you going to do with this extravagant amount of money?

MR. PULITZER: We will try to manage that, sir.

LEGISLATOR KOPEL: Anyone have any questions here? Thank you. That was very eloquent.

Number 68 is a supplemental with the Office of Housing and Community Development.

That motion is by Ms. Walker. Seconded by Mr. Drucker.

MS. PETTIS: Good afternoon. So we are here for 56-20 and 68 I'm sorry.

LEGISLATOR KOPEL: We didn't call a 56-20 but why don't you wait one moment and I will do that as well. 56 is a transfer of appropriations for the year 2020. That's a motion by Ms. Birnbaum. Seconded by Mr. Drucker.

MS. PETTIS: Kanecia Pettis, director of Housing.

MS. SALALA: Loretta Salala,

fiscal advisor for Housing.

MS. PETTIS: Should I speak on 56 or 68 first?

LEGISLATOR KOPEL: Which would you rather? Go at it please.

MS. PETTIS: Thank you sir. 68. This is our annual contract with New York State who funds our department. Our department is grant funded, 100 percent grant funded, to run the Section 8 program for Nassau County.

LEGISLATOR KOPEL: Okay.

MS. PETTIS: 56 is a transfer of funds that's already within the same department. But we just want to move funds from one line to the other.

LEGISLATOR KOPEL: Any legislative questions? So, what we're going to do now I guess is going to vote on the ones I have called. All those in favor of those items? Aye. Any opposed? Those items are all passed unanimously.

I'm going to call 61 and 62 and then I'm going to take a motion for executive

session on those items. I'm going to call 75 first, which is a transfer of appropriations. That is a motion by Ms. Walker and seconded by Mr. McKevitt.

MS. KELLY: I'm Carolyn Kelly, the deputy medical examiner for laboratories, here on item 75-20. It's a transfer of funds. It's already been approved by the New York State Department of Criminal Justice Services. It's a reallocation of $13,000 from the equipment and travel line to personnel salaries. This is needed as a result of the discovery reform legislation.

LEGISLATOR KOPEL: Any questions? All those in favor of this item? Any opposed?

Mr. Budnick, we are going to go into executive session on two other items, but why don't you do your thing first if you are looking for a chance. Did you have something? Sorry.

Number 61 is a resolution authorizing a settlement in the matter of William T. Joie. And number 62 is a county

settlement with Adel Marie Dediego. That was a motion by Ms. Walker and seconded by Ms. Birnbaum.

Now I'm going to take a motion for executive session. Made by Mr. McKevitt. Seconded by Mr. Lafazan. All those in favor of executive session? Aye. Any opposed?

(Committee recessed at 3:49 p.m.)

(Committee reconvened at 4:16 p.m.)

LEGISLATOR KOPEL: We are back from executive session. On those two items, Mr. Budnick you wanted to talk about the items that you didn't hear?

MR. BUDNICK: Very quickly. I just wanted the amounts of the two settlements to be spread on the record. Other than that, I stand with your executive session and I will not ask about anything that might have been brought up in executive session except the amounts of the settlements that will be paid for by the county.

LEGISLATOR KOPEL: Right. Thank you. We discussed that as well and we are satisfied. All those in favor of these two

items as presented please signify by saying aye. Are there any opposed? Those items pass unanimously.

There is a motion to adjourn made by Ms. Walker and seconded by Mr. Lafazan. All those in favor of adjourning? Aye. All those opposed? We are adjourned.

(Committee adjourned at 4:19 p.m.)

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 18th day of March 2020

FRANK GRAY