

1. Rules Committee Meeting Public Notice 4-24-23

Documents:

[4-24-23 RULES.PDF](#)

2. Rules Contracts

Documents:

[E-40-23.PDF](#)



PUBLIC NOTICE

PLEASE TAKE NOTICE THAT

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

ON

MONDAY, APRIL 24, 2023 AT 1:00 PM

IN

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

As per the Nassau County Fire Marshal's Office, the Peter J. Schmitt Memorial Legislative Chamber has a maximum occupancy of 200 people.

Attendees who would like to address the Legislature must submit a slip to the Clerk's office staff. Public comment is limited to three minutes per person. At meetings of the full Legislature, public comment will be heard only during the pre-calendar public comment period and during public hearings that are on the calendar. At meetings of the Legislature's committees, there is no pre-calendar public comment period. Public comment will be heard on agenda items. Public comment on any item may be emailed to the Clerk of the Legislature at LegPublicComment@nassaucountyny.gov and will be made part of the formal record of this Legislative meeting.

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>

MICHAEL C. PULITZER

Clerk of the Legislature

Nassau County, New York

**DATED: April 17, 2023
Mineola, NY**

**Scan the QR code to submit written public comment,
which will be incorporated into the record of this meeting.**





Certified: --

E-40-23

FILED WITH THE NASSAU COUNTY CLERK OF
THE LEGISLATURE APRIL 17, 2023 9:47AM

NIFS ID: CQPR23000001

Capital:

Contract ID #: CQPR23000001

NIFS Entry Date: 01/18/2023

Department: Purchasing

Service: Police Civil Service Testing and Administration

Term: from 05/01/2023 to 04/30/2026

Contract Delayed:

Slip Type: New		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

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

Vendor/Municipality Info:	
Name: Caliper Management DBA: Talogy, Inc	ID#: 222202359
Main Address: 611 N. Brand. Blvd, 10th Floor Glendale, CA 91203	
Main Contact: Sue Kim Contract Specific Contact: Janet Echemendia	
Main Phone: (814) 237-5997 Contract Specific Phone: (814) 644-5540	

Department:
Contact Name: Allison Malhame
Address: One West Street, Room 100 Mineola, NY 11501
Phone: (516) 571-5801
Email: amalhame@nassaucountyny.gov

Contract Summary

Purpose: Nassau County solicited proposals to design, develop, administer, and validate written examinations for various Civil Service titles on behalf of the Nassau County Police Department and the Civil Service Commission of Nassau County.
Method of Procurement: Request for Proposal (RFP)
Procurement History: The last solicitation for Police Civil Service Testing and Administrative Services was in 2016. AON was the contractor selected that provided testing and administrative services through 2018, the last time an entrance level Police Officer exam was administered. The County and the Police Department are under a Consent Decree with the United States Department of Justice, which provides that the County and the Department will develop and administer written examinations for entry level Police Officers, unsworn personnel, and promotional examinations that either: (i) do not have discriminatory impacts upon African-Americans, Hispanics, or females, or (ii) have been validated in accordance with Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), and the Federal Uniform Guidelines on Employee Selection Procedures. The County issued this solicitation to seek a contractor to produce and validate written examinations for the Department that do not have discriminatory impacts upon

all groups protected by Title VII and the Federal Uniform Guidelines on Employee Selection Procedures.

Description of General Provisions: The County needs an independent and qualified consultant to develop, administer, and validate written examinations for various Civil Service titles on behalf of the Nassau County Police Department and the Civil Service Commission of Nassau County. The County and the Department are under the oversight of the provisions of a Consent Decree with the United States Department of Justice, which provides that the County and the Department will develop and administer written examinations for entry level Police Officers, unsworn personnel, and promotional examinations that either: (i) do not have discriminatory impacts upon African-Americans, Hispanics, or females, or (ii) have been validated in accordance with Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), and the Federal Uniform Guidelines on Employee Selection Procedures.

Impact on Funding / Price Analysis: This is a 3-year contract with a maximum spend of \$2,778,894.00.

Change in Contract from Prior Procurement: The services of this contract will be performed under the oversight of the Department of Justice and include additional tests to be administered. Tests to be administered under this contract are Police Officer, Police Communications Operator, Police Service Aide Trainee, and Police Sergeant.

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
PDH	10	1135	DE	PDPDH1135	DE500	PDPDH1135 DE500	01	\$2,778,894.00
						TOTAL		\$2,778,894.00

Additional Info		Funding Source	Amount
Blanket Encumbrance		Revenue Contract:	
Transaction		County	\$2,778,894.00
		Federal	\$0.00
		State	\$0.00
		Capital	\$0.00
		Other	\$0.00
		Total	\$2,778,894.00

Routing Slip

Department			
NIFS Entry	Allison Malhame	03/29/2023 04:44PM	Approved
NIFS Final Approval	Melissa Gallucci	03/30/2023 12:15PM	Approved
Final Approval	Melissa Gallucci	03/30/2023 12:15PM	Approved
County Attorney			
Approval as to Form	Richard Soleymanzadeh	03/30/2023 12:46PM	Approved
RE & Insurance Verification	Andrew Amato	03/30/2023 01:28PM	Approved
NIFS Approval	Mary Nori	04/04/2023 02:41PM	Approved
Final Approval	Mary Nori	04/04/2023 02:41PM	Approved
OMB			
NIFS Approval	Elizabeth Valerio	03/30/2023 12:24PM	Approved
NIFA Approval	Irfan Qureshi	03/31/2023 09:30AM	Approved
Final Approval	Irfan Qureshi	03/31/2023 09:30AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	04/04/2023 03:29PM	Approved
DCE Compliance Approval	Robert Cleary	04/11/2023 12:25PM	Approved
Vertical DCE Approval	Arthur Walsh	04/13/2023 03:59PM	Approved
Final Approval	Arthur Walsh	04/13/2023 03:59PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	04/17/2023 09:37AM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2023

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 SHARED SERVICES, AND TALOGY, INC.

WHEREAS, the County has negotiated a personal services agreement with Talogy, Inc., that will design, develop, administer, and validate written examinations for various Civil Service titles on behalf of the Nassau County Police Department and the Civil Service Commission of Nassau County; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Talogy, Inc.



Nassau County Interim Finance Authority

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

1. Vendor: Talogy, Inc.

2. Amount requiring NIFA approval: \$2,778,894.00

Amount to be encumbered: \$2,778,894.00

Slip Type: 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: 05/01/2023 to 04/30/2026

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

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

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

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? N/A

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

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

The County and the Police Department entered into a Consent Decree with the United States Department of Justice, which provides that the County and the Department will develop and administer written examinations for entry level Police Officers, unsworn personnel, and promotional examinations that either: (i) do not have discriminatory impacts upon African-Americans, Hispanics, or females, or (ii) have been validated in accordance with Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), and the Federal Uniform Guidelines on Employee Selection Procedures.

The County solicited for a contractor to produce and validate written examinations for the Department that do not have discriminatory impacts upon all groups protected by Title VII and the Federal Uniform Guidelines on Employee Selection Procedures.

The contractor will provide (a) preparation and administration of a written examination to incoming candidates for Police Department titles including, but not limited to, Police Officer, Police Communications Operator, and Police Service Aide Trainee, consistent with Title VII, and (b) preparation and administration of a written examination to Police Officers for promotion to the rank of Police Sergeant, consistent with Title VII. In addition, the selected contractor will provide a study guide for each written examination that it develops.

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

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months
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AUTHORIZATION

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

IQURESHI

03/31/2023

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

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

Authenticated User

Date

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

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

NIFA reserves the right to request additional information as needed.

Elaine Phillips
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Talogy, Inc.

CONTRACTOR ADDRESS: 611 N. Brand Blvd., 10th Floor, Glendale, CA 91203

FEDERAL TAX ID #: 22-2202359

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 27, 2022 [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 September 14, 2022 [date]. One [state #] proposals were received and evaluated. The evaluation committee consisted of: Allison Malhame-Shared Services, Erik Ryan-Shared Services, Susan Tokarski-County Attorney, Lionel Chitty-Minority Affairs, Lorna Atmore-PD, Robert Kaufmann-PD, Martha Krisel-Civil Service and John Berry-PD

_____ (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

12/16/22

Date

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

Business History Form

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

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

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

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

Date: 12/20/2022

1) Proposer's Legal Name: Talogy, Inc.

2) Address of Place of Business: 611 N. Brand Blvd.

City: Glendale State/Province/
Territory: CA Zip/Postal
Code: 91203

Country: US

3) Mailing Address (if different): N/A

City: N/A State/Province/
Territory: _____ Zip/Postal
Code: _____

Country: _____

Phone: _____

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

--

4) Dun and Bradstreet number: 09-527-9311

5) Federal I.D. Number: 22-2202359

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:

Talogy's corporate parent Lifelong Learner Holdings, LLC provides office space and support services, such as finance, accounting, human resources and legal, to its two subsidiary businesses, Talogy and PSI, that operate independently from each other.
--

- 8) Does this business control one or more other businesses?

YES ☒ NO ☐ If yes, please provide details:

The Talogy group of companies includes several former businesses that have been integrated and rebranded under one brand name.

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☒ NO ☐ If yes, please provide details:

Talogy, Inc. is part of the Talogy group of companies that, even though they are many entities associated therewith, are all in the same business as Talogy, Inc. Additionally, Talogy is affiliated with PSI the provides similar types of services to different clients under the PSI brand operating through PSI Services Inc. and other legal entities. Lastly, the ultimate owner of Talogy and PSI is a private equity firm Waud Capital that owns Talogy and PSI along with other portfolio companies.

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

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

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

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

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

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

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

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

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

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

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

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

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

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

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

- 17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

We would abide by the terms of the Agreement as it pertains to Conflicts 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.

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

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

12/15/1977

- 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.

PSI Services Inc., 611 N. Brand Blvd., 10th Floor, Glendale, CA 91203

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

Steve Tapp, CEO and Paul Dean, CFO. 611 N. Brand Blvd, 10th Floor, Glendale, CA 91203

- iv) State of incorporation (if applicable);

NJ

- v) The number of employees in the firm;

2800

- vi) Annual revenue of firm;

300000000

- vii) Summary of relevant accomplishments

45 years partnering with State & Local government entities to successfully deliver civil service and public safety assessment programs. NYPD, FDNY, City of New York, Massachusetts State Police, City of Los Angeles, City of Memphis are a few of the many clients that we work with on a continual basis to help support their testing programs.

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

1 File(s) uploaded: DELAWARE BL 2022.pdf

- B. Indicate number of years in business.

76

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

Please review cover letter of RFP, as that outlines our experience, etc.

- 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, NY		
Contact Person	Stanley Pelc		
Address	North County Complex-Building 158		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 853-5179		
Fax #			
E-Mail Address	stanley.pelc@suffolkcounty.gov		

Company	Commonwealth of Massachusetts		
Contact Person	Regina Caggiano and/or Brianna Ward		
Address	100 Cambridge St. Suite 600		
City	Boston	State/Province/Territory	MA
Country	US		
Telephone	(617) 878-9794		
Fax #			
E-Mail Address	regina.caggiano@state.ma.us		

Company	Delaware State Police		
Contact Person	Captian Benjamin Parsons		
Address	100 Enterprise Place Suite 4		
City	Dover	State/Province/Territory	DE
Country	US		
Telephone	(302) 739-5982		
Fax #			
E-Mail Address	benjamin.parsons@deleware.gov		

I, Courtney Flores , 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, Courtney Flores , 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: Talogy, Inc.

Electronically signed and certified at the date and time indicated by:
Courtney Flores COURTNEY.FLORES@TALOGY.COM

Paralegal and Contracts Manager

Title

12/20/2022 10:41:07 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 ☒ If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Courtney Flores [COURTNEY.FLORES@TALOGY.COM]

Dated: 03/29/2023 09:21:36 am

Vendor: Talogy, Inc

Title: Paralegal and Contracts Manager

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 Celeste
 Date of birth: [REDACTED]
 Home address: [REDACTED]
 City: Pasadena State/Province/Territory: CA Zip/Postal Code: 91103
 Country: USA

Business Address: 611 N. Brand Blvd., 10th Floor,
 City: Glendale State/Province/Territory: CA Zip/Postal Code: 91203
 Country: USA
 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	<u>X, Dec. 3, 2022</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Peter Celeste , 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 Celeste , 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.

Talogy, Inc.

Name of submitting business

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

Peter Celeste
CC15C0521910452...

President

Title

12/20/2022

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 Dean
 Date of birth: [REDACTED]
 Home address: [REDACTED]
 City: Sherman Oaks State/Province/Territory: CA Zip/Postal Code: 91403
 Country: USA

Business Address: 611 N. Brand Blvd., 10th Floor,
 City: Glendale State/Province/Territory: CA Zip/Postal Code: 91203
 Country: USA
 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	_____	Treasurer	_____
Chairman of Board	<u>X, Dec 3., 2022</u>	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	<u>X, Dec 3., 2022</u>	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 notfor-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 an explanation of the circumstances and corrective action taken.

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Paul Dean , 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 Dean , 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.

Talogy, Inc.

Name of submitting business

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

Paul Dean
IDF7A56138EE43B...

CFO

Title

12/26/2022

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: Bradley Kendall
 Date of birth: [REDACTED]
 Home address: [REDACTED]
 City: Midway State/Province/Territory: UT Zip/Postal Code: 84049
 Country: USA

Business Address: 611 N. Brand Blvd., 10th Floor,
 City: Glendale State/Province/Territory: CA Zip/Postal Code: 91203
 Country: USA
 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	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>X, December 3, 2019</u>		
(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 notfor-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 an explanation of the circumstances and corrective action taken.

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Bradley Kendall , 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, Bradley Kendall , 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.

Talogy, Inc.

Name of submitting business

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

Bradley Kendall

AD8106EDA3B0448...

SVP, Americas

Title

12/20/2022

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: Steve Tapp
 Date of birth: [REDACTED]
 Home address: [REDACTED]
 City: Pasadena State/Province/Territory: CA Zip/Postal Code: 91107
 Country: USA

Business Address: 611 N. Brand Blvd., 10th Floor,
 City: Glendale State/Province/Territory: CA Zip/Postal Code: 91203
 Country: USA
 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	_____	Treasurer	_____
Chairman of Board	<u>X, Dec. 3, 2022</u>	Shareholder	_____
Chief Exec. Officer	<u>X, Dec. 3, 2022</u>	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 notfor-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 an explanation of the circumstances and corrective action taken.

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Steve Tapp , 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, Steve Tapp , 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.

TaLogy, Inc.

Name of submitting business

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

EA34F0B4CCF9440...

CEO

Title

12/20/2022

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: Ashley Wilson
 Date of birth: [REDACTED]
 Home address: [REDACTED]
 City: Studio City State/Province/Territory: CA Zip/Postal Code: 91604
 Country: USA

Business Address: 611 N. Brand Blvd., 10th Floor,
 City: Glendale State/Province/Territory: CA Zip/Postal Code: 91203
 Country: USA
 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	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	<u>X, March 15, 2022</u>
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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 an explanation of the circumstances and corrective action taken.

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Ashley 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, Ashley 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.

Talogy, Inc.

Name of submitting business

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

Ashley Wilson
8EDE2F259D024F2...

General Counsel and Secretary

Title

12/30/2022

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Talogy, Inc.

Address: 611 N. Brand. Blvd, 10th Floor

City: Glendale State/Province/Territory: CA Zip/Postal Code: 91203

Country: US

2. Entity's Vendor Identification Number: 22-2202359

3. Type of Business: Ltd. Liability Co (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 Bradley
Last Name Kendall
MI _____ Suffix _____
Address 611 N. Brand. Blvd, 10th Floor
City Glendale State/Province/Territory: CA Zip/Postal Code: 91203
Country US
Position Senior Vice President

First Name Paul
Last Name Dean
MI _____ Suffix _____
Address 611 N. Brand. Blvd, 10th Floor
City Glendale State/Province/Territory: CA Zip/Postal Code: 91203
Country US
Position CFO

First Name Ashley
Last Name Wilson
MI _____ Suffix _____

Address	611 N. Brand. Blvd, 10th Floor			
City	Glendale	State/Province/ Territory:	CA	Zip/Postal Code: 91203
Country	US			
Position	Secretary and General Counsel			

First Name	Stephen			
Last Name	Tapp			
MI		Suffix		
Address	611 N. Brand. Blvd, 10th Floor			
City	Glendale	State/Province/ Territory:	CA	Zip/Postal Code: 91203
Country	US			
Position	CEO			

First Name	Peter			
Last Name	Celeste			
MI		Suffix		
Address	611 N. Brand. Blvd, 10th Floor			
City	Glendale	State/Province/ Territory:	CA	Zip/Postal Code: 91203
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.

PSI Services Inc. Same address as above

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.

Talogy, Inc., PSI Services LLC and Lifelong Learner Holdings.

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:
Courtney Flores [COURTNEY.FLORES@TALOGY.COM]

Dated: 12/20/2022 09:51:38 am

Title: Contracts Manager and Paralegal

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

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Department of Shared Services**, having its principal office at One West Street, Mineola, New York 11501 (the "Department") and (ii) **Talogy, Inc.**, having its principal office at 611 N. Brand Blvd., Glendale, California 91203 (the "Contractor").

W I T N E S S E T H:

WHEREAS, The County and the Department entered into a Consent Decree with the United States Department of Justice, which provides that the County and the Department will develop and administer written examinations for entry level Police Officers, unsworn personnel, and promotional examinations that either: (i) do not have discriminatory impacts upon African-Americans, Hispanics, or females, or (ii) have been validated in accordance with Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), and the Federal Uniform Guidelines on Employee Selection Procedures; and

WHEREAS, the County issued a Request for Proposals ("RFP") #PR0627-2223 dated June 27, 2022, seeking to hire an independent and qualified consultant to develop, administer, and validate written examinations for various Civil Service titles on behalf of the Nassau County Police Department (the "Department") and the Civil Service Commission of Nassau County (the "Commission"); and

WHEREAS, the Contractor, having submitted a proposal in response to the RFP and a subsequent best and final offer, desires to perform the services described in this Agreement; and

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

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

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 May 1, 2023, and shall terminate on April 30, 2026, unless sooner terminated in accordance with the provisions of this Agreement, provided, however, that the Department may renew this Agreement under the same terms and conditions for two (2) additional one (1) year periods, for a possible total term of five (5) years. The decision to renew will be at the sole discretion of the Department. Per Appendix A, Cost Overview and Summary p. 1, item 3, In the event the County seeks to adopt one or both extension years, Talogy reserves the right to apply a CPI adjustment of 3% to each contract extension, subject to Department approval.

2. Services. (a) The services to be provided by the Contractor under this Agreement shall consist of, but not be limited to:

The Contractor will produce and validate written examinations for the Department that do not have discriminatory impacts upon all groups protected by Title VII and the Federal Uniform Guidelines on Employee Selection Procedures. Contractor endeavors to eliminate or minimize disparate impact and treatment for all services or deliverables hereunder upon any group falling within any protected classification as identified by any equal employment opportunity law, however denominated, of any

provide the County with (i) a written examination for the promotional examination, (ii) procedures to administer the written examination, (iii) scoring interpretation and record keeping associated with use of the new written examination, (iv) recommendations for using the tests as part of the overall selection process, (v) technical documentation to address the Uniform Guidelines requirements, including the completion of a content validation study and written report on that study, (vi) descriptions of all technical phases of the project should they be challenged by individual applicants or by any Federal or State enforcement agency, and (vii) reasonable defense of any claims, actions, suits or any litigation brought in connection with the services described herein, per the terms outlined in Appendix A, Additional Pricing Terms Related to All Categories: Talogy Engagement Agreement for Litigation Support and Work Beyond Project Scope.

Items outlined in Appendix A, Section 2 Tables 2-6 are included in the Contractor's services required to be provided under this Agreement and are not part of any additional pricing terms. Discussions and meetings with Department of Justice regarding test validation are also included in the Contractor's services required to be provided under this Agreement and are not part of any additional pricing terms.

C. Test Date Timeline and Scoring Results:

Sergeant Promotional Exam – within six months of the effective date of this contract.

Police Officer – within three months following the administration of the Sergeant Promotional Exam.

Police Communications Operator – within six months of the effective date of this contract.

Police Service Aide Trainee – within six months of the effective date of this contract.

All test results are to be provided within approximately 2-4 weeks of administering said exam to allow for necessary data cleanup and exploration of scoring models that optimally balance validity and adverse impact reduction concerns. This time frame excludes, where applicable, additional time required for resolution of demographic or test data irregularities not controlled by Contractor, time required to conduct appeal processes (i.e., Sergeant), and time required to coordinate meetings to consult with the County and DOJ to review results and collaborate on scoring decisions.

Nassau County reserves the right to change the test date timeline, as necessary. In the event of any changes to timeline as requested by Nassau County, the Contractor shall review such requested changes to understand impact. Additionally, in the event any changes affect the pricing and/or the outlined scope within this Agreement, the parties may agree, subject to County approval, that it may be subject to additional scoping and a separate Statement of Work.

Contractor reserves the right to a reasonable change or extension of the timeline due to delays not attributable to Contractor.

Additional engagement deliverables and assumptions are included in Appendix A.

(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 be Two Million Seven Hundred Seventy-Eight Thousand Eight Hundred Ninety-Four (\$2,778,894.00) Dollars (the "Maximum Amount") which shall be payable either in accordance to the terms outlined in Appendix A, or monthly for project elements and for reimbursement of Contractor's reasonable travel expenses necessary for the performance of its obligations upon presentation of invoices documenting such expenses as outlined in Appendix A.

The Contractor shall only invoice for actual work authorized and completed and shall submit invoices on a schedule provided by the County and as set forth in (d).

Final payment under Appendix A will be contingent upon completion of the Project. Completion will be determined by and in the sole and absolute discretion of the County and /or the Department. The determination of completion will be primarily based upon the Justice Department deeming the test valid, and such determination will not be unreasonably withheld.

(b) Encumbrance. Contractor acknowledges that the County will encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that the first encumbrance shall be Two Million Seven Hundred Seventy-Eight Thousand Eight Hundred Ninety-Four (\$2,778,894.00) Dollars.

(c) 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").

(d) 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. Invoices will detail the portion of each project element conducted each month and include receipts for invoiced expenses.

(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 the Contractor 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 the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

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

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

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall require all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) to execute a confidentiality agreement, attached hereto as Exhibit A (the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreement to the Department prior to the Contractor Agent or subcontractor commencing Services. 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"). Email or facsimile copy of the confidentiality agreement is acceptable. Document may be electronically signed. 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. 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. Right to Works/Ownership of Work Product/Copyright.

(a) Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works ("Contractor Works"). Contractor hereby grants to County a non-exclusive, irrevocable, non-transferable, royalty-free, internal use license to use such Contractor Works during the term of this Agreement. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program; assessments and associated job analysis instruments, candidate preparation programs and assessor training programs and templates, including those associated with the Police Officer exam and other proprietary exams used for other entry level positions; algorithm; process; methodology; documentation; report; data; flow diagram; document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.

(b) The County retains sole ownership and all right, title, and interest in and to the any reports, documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will use County Works in accordance with this Agreement. County shall own the rights to all works including final reports, Sergeant Promotional Exam, and all other exams specifically created for the County under this Agreement.

(c) Except to the extent otherwise specified in a Schedule and with the exception of County-specific data, County-specific test content, and County-specific test results, Talogy will own and retain all title and interest in all work performed and materials, products, and deliverables developed or prepared under this Agreement and derivatives thereof, and all IP Rights. "IP Rights" means rights in all ideas, tests, content, know-how, techniques, technical information, designs, processes, improvements, trade secrets, patents, copyrights, trademarks, trade names, trade dress and related applications and registrations therefore, and all other intellectual property rights, owned by or licensed to Talogy as of the date of, or developed in connection with, this Agreement. Any reports, documents, data, photographs, deliverables, and/or other material that are not and do not include Contractor Works, produced solely and specifically for County as outlined in this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.

(d) Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to 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. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable

Materials on such terms as determined by the County and set forth in the license.

(e) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.

(f) The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain; (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) 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.

(g) Contractor agrees to extend the term of the non-exclusive license in Section 8(a) for Contractor Works solely for the purposes that County may conduct a supplemental exam process for military applicants that may present themselves after any exam date and/or in compliance with New York State, and other Federal, Local, or State Law.

9. Confidentiality.

(a) The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.

(b) Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure.

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

10. 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, including Losses in connection with any investigation, litigation or other proceeding where Contractor is reasonably deemed to be negligent, at fault or in default; 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) In the event of such a claim or suit as described in Section 10 (e), the Contractor shall promptly and diligently defend, and County shall cooperate in the defense of 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 where Contractor is reasonably deemed to be negligent, at fault or in default.

(c) Contractor hereby (i) assumes all risk, danger and personal injury to Contractor's employees and Contractor's Agents arising out of or in connection with this Agreement and (ii) releases the County, its officers, employees, and agents from and against any and all liabilities, losses, costs, expenses and damages from personal injuries to Contractor employees and Contractor's Agents arising out of or in connection with this Agreement. Without limiting the liability of the foregoing, Contractor agrees it will not, by reason hereof, make any claim, demand, or application for any right or privilege applicable to an officer or employee of the County, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or employee retirement membership or credit.

(d) 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.

(e) Nothing herein shall be construed to extend Contractor's liability to any hiring decisions made by the County. Subject to Section 2(a) of this Agreement, Contractor's liability under indemnifications shall include, but is not limited to, any and all claims arising out of the content and substance of the exams, including acts or omissions of Contractor's employees, subcontractors, or agents, test instructions, test programing and software, and all other materials and instrumentalities provided by the Contractor.

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

11. 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.

12. 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) The Contractor is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. Nothing in this Agreement or otherwise shall create any contractual relationship between the County and the Contractor's subcontractors. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. Therefore, the County shall have no obligation to pay or to enforce the payment of any moneys to any Contractor subcontractors.

(c) The Contractor shall ensure that their subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the County Executive.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon sixty (60) 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. 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 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; (ii) the time specified in any other provision of this Agreement; and (iii) any shorter time period as provided by Law.

16. 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.

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 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.

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 following order of priority shall apply, starting with first priority and ending with last priority:

- A. Terms and conditions set forth above the signature page of this Agreement;
- B. Appendix EE: Equal Employment Opportunities for Minorities and Women; and Appendix L: Certificate of Compliance (Nassau County Living Wage Law);
- C. Exhibit A: Confidentiality Agreement;

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 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.

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, 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.

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 Contractor and the County have executed this Agreement as of the Effective Date.

TALOGY, INC.

By: 
Name: Paul Dean
Title: Chief Financial Officer
Date: March 28th, 2023

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Los Angeles }

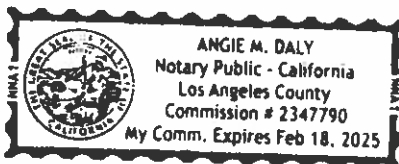
On 3/28/2023 before me, Angie M. Daly, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Paul Dean
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Angie M. Daly
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

STATE OF NEW YORK)
COUNTY OF NASSAU)ss.:
)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is 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

STATE OF NEW YORK)
COUNTY OF NASSAU)ss.:
)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is 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

Confidentiality Agreement

I Paul Dean (insert name), am a (please circle one) subcontractor / agent / employee / director / officer / other _____ of the Contractor **Talogy, Inc.** (the "Contractor"). I understand that I will be performing services in furtherance of an agreement between the Contractor and **Nassau County** (the "County") related to grant writing consulting services (the "Agreement"). I understand, acknowledge, and agree that all records, information, and data ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. I agree to reasonably safeguard any Information as to prevent disclosure to any unauthorized person. I understand and agree that the terms of this Confidentiality Agreement shall continue after I am no longer performing services related to the Agreement, and I shall continue to abide by such terms of this Confidentiality Agreement in perpetuity. I understand that failure to comply with these requirements may result in disciplinary action, termination, civil liability, and/or criminal prosecution, as well as any other penalties provided by law. This Confidentiality Agreement shall be governed and construed in accordance with the Laws of New York State.



(Individual's Signature)

Paul Dean

(Individual's Printed Name)

Talogy, Inc.

(Entity for which Individual is an employee or agent)

March 28th, 2023

(Date)

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 financial officer of Contractor is:

Paul Dean (Name)
611 N. Brand Blvd., 10th Floor, Glendale, CA 91203 (Address)
(626) 616-1835 (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.

3/28/2023
Dated


Signature of Chief Financial Officer

Paul Dean
Name of Chief Financial Officer

Sworn to before me this
_____ day of _____, 20__.

Notary Public
See attached

CALIFORNIA JURAT

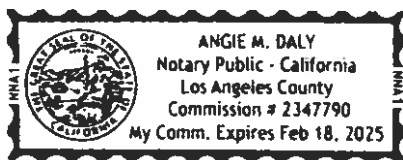
GOVERNMENT CODE § 8202

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

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on

this 28th day of March, 2023, by
Date Month Year(1) Paul Dean(and (2) _____),
Name(s) of Signer(s)proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.

Place Notary Seal and/or Stamp Above

Signature Angie M. Daly
Signature of Notary Public**OPTIONAL**

Completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

APPENDIX A
Services to be Provided and Project Elements
Talogy will provide monthly invoices for the portion of work completed each month

Cost Overview and Summary

This section summarizes the services and associated costs. In deriving these costs, the following assumptions have been made:

1. Proposed costs for each position cover a single administration of the examination process for each position, plus certain make up fees associated with military applicants. Proposed Cost assumes brick and mortar proctored testing only. Consulting fees for make-up scoring as outlined in Section 6 of Tables 2-5 below, apply only when the exact same test is given and do not include development of alternate forms that don't already exist as part of the main test. Make-up scoring costs also do not include administrative fees for make-up candidates
2. If the County seeks additional full administrations for any position within the initial, three-year term, Talogy will provide a cost estimate based on the subset of activities that must be repeated (plus any new activities to be added) for subsequent administrations. That is, job analyses, transportability studies, and validation studies may not need to be repeated or may require only updating for the next testing cycle, depending on the timeframe for future exams.
3. In the event the County seeks to adopt one or both extension years, Talogy reserves the right to apply a CPI adjustment of 3% to each contract extension, subject to Department approval.
4. Cost estimates, were derived using candidate volumes similar to those observed in previous examination processes as reported in Addendum #1 as follows:
 - Police Officer: 15,700
 - Police Communications Operator: 350
 - Police Service Aide Trainee: 160
 - Police Sergeant: 730

These volumes provide the basis for test licensing fees, where applicable. In other words, the County will be charged per candidate test licensing fees (where applicable) ONLY for candidates who appear to test; the County will not be charged test licensing fees for applicants who do not appear.

However, for the test administration, pricing is based on the volume of expected applicants (i.e., seats allocated), not the volume of candidates who appear on the testing day, as we must plan to provide a test seat, equipment, proctor, etc. for every individual who applies,

regardless of whether they appear to test. Actual volume of applicants may differ, and administrative pricing will increase or decrease based on the number of applicants County provides at time of test center configuration. (a) County shall provide a firm number of applicants forty-five (45) days prior to exam date. Contractor shall base volume and invoice based on the number provided by the County thirty days prior to the exam date.

5. Computer based test administration of the examinations – this includes Talogy providing computer equipment, technical support, and project management support. If necessary, paper test administration can be made available, where applicable; if this option is adopted, Contractor may provide a revised cost estimate.
 - Option A (County): County is responsible for test locations and proctors – **Selected by the County**
6. Two Talogy consulting staff will be onsite (except only one for Police Service Aide Trainee due to lower candidate volume) to help oversee the test administration for each position and address any questions or concerns that arise. For the Police Officer examination, five additional Talogy technology and project management staff will be onsite for all days of testing. Fees for consultants are included in the Consulting Fee section for each position; fees for technology and project management staff are included in the Administration Fee section for each position.
7. The cost is based upon a) the scope of work outlined in the proposal, b) the timeline presented, and c) projected applicant and candidate volume. It is assumed that any hard copy preparation guides will be provided in bulk to the County for distribution to candidates; the proposed costs do not include the cost to mail guides to individual candidates. Talogy will also provide a printable file of the preparation guides to the County if the County chooses to print the preparation guides in-house.

Talogy has a number of options for reducing costs that the County can opt for such as providing all preparation guides online rather than in hard copy format or printing them in-house. The costs can be updated to reflect any cost reduction options.

User Acceptance Testing – for configuration/custom solutions:

- If Client is unable to complete the project during the agreed timeline and Talogy release cycle, the project is subject to being pulled from the release and slotted for a future Talogy release following another Amended Appendix which outlines the remaining steps.
- Client is expected to use best efforts to complete all User Acceptance Testing (“UAT”) efforts during the project release timeline allocated
- UAT is for the Client to confirm the agreed upon requirements have been met, and not for Client to provide any further changes to those requirements.
- If Client fails to complete project during agreed timeline, Client shall still be responsible for Fees as outlined under the Fee Section.
- If project is pulled from release or if Client believes during UAT that additional changes need to be made, Client may be subject to additional fees under an Amended Appendix that outlines Client’s remaining steps.

Project Assumptions:

- The solution does not include customized features or functionality specific for Client

- In the event client decides to cancel any testing event in which Contractor has already secured accommodations for, Client shall be responsible for all fees related to such cancellation.
- Below please find our standard tables that outline high-level milestones and project tasks per event. These are subject to change by mutual agreement between the Contractor and the Department.

Component	Detail
Assessment	Enter in job families
Client Site and Candidate Journey	Workflow configuration
Proctored Onsite Event(s)	Dates, Times, and Locations to be determined based on coordination with client.

Assessment Configuration Components

Function	Comments	Responsible Party	Timeframe
Assessment Content	<ul style="list-style-type: none"> • To be provided by Talogy post consulting steps 	Talogy	Dependent on each job family timeline
Configuration	<ul style="list-style-type: none"> • Lockdown Browser to be enabled • Scoring to be completed by Talogy • No Candidate Feedback Report, unless required by DOJ which shall be subject to additional costs. 	Talogy & Nassau	

Talogy Client Site and Scheduling Workflow Configuration

Function	Comments	Responsible Party	Timeframe
Site Configuration	<ul style="list-style-type: none"> • Candidate Custom Field: To be provided by Talogy post consulting steps Username: Candidate Talogy UserName field to be utilized 	Talogy	Per Project Timeline
Workflow Configuration	<ul style="list-style-type: none"> • Workflows based on job family testing schedules • Test Length – dependent by job family and consulting steps • Emails to candidates regarding scheduling and appointment details may be sent from the Talogy system, if Nassau desires. 	Talogy	Per Project Timeline

Pre-Event Items

Function	Comments	Responsible Party	Timeframe
Testing Locations	<p>Locations of test centers will be established well in advance of scheduled testing dates and in coordination with both Talogy and Nassau project management teams. Upon Nassau's security of Test Center Locations, Nassau shall promptly provide Talogy with a Network Diagram of location outlining the following:</p> <ul style="list-style-type: none"> • Access points; • Wireless frequencies; • Wireless standards being utilized 	Talogy/Nassau	Per Project Timeline
Testing Center Set-up	<ul style="list-style-type: none"> • Will be dependent on roles and duties assigned between Talogy and Nassau team members. 	Talogy/Nassau	Per Project Timeline
Testing Center Connectivity	<ul style="list-style-type: none"> • Nassau shall provide Internet network connectivity at each of the testing locations <p>The parties shall agree on connectivity set up.</p>		
Excel File	<p>Nassau will be conducting the application process and determining approvals for candidates qualified to test for the given job family assessments. Additionally, as Nassau is owning the scheduling of candidates at given locations, then those details will need to be sent to Talogy in advance, no later than 30 days prior to the exam date, and Talogy will require an excel file with the following details per candidate:</p> <ul style="list-style-type: none"> • Location Name and Address, Date and Time Scheduled • Candidate First Name • Candidate Last Name • Candidate Phone Number • Candidate Email Address • Unique Identifier 	Nassau	Per Project Timeline

Event Day Items

Function	Comments	Responsible Party	Timeframe
Session Duration	<ul style="list-style-type: none"> Check-in Period = Dependent on candidate test volume per administration Exam Time Period = Dependent on final assessment solutions per job family Check-out Period = Dependent on candidate test volume per administration 	Talogy & Nassau	Per Project Timeline
Material Onsite Delivery	<ul style="list-style-type: none"> Ziplock bags for candidate personal belongings (Nassau) All permitted materials for exam to be provided by Talogy and/or candidate depending on final requirements (e.g., pencils, reference books) Parties shall maintain the security of the materials they are responsible for providing during the testing process. (ie. Test Centers, Network Connections, materials, etc.) Materials will be specified at the time of administration and are dependent on final assessment solution ., 	Talogy, Nassau, & Candidates	Per Project Timeline
Candidate Breaks	<ul style="list-style-type: none"> Candidate food breaks are not permitted during testing Restroom access will be permitted Proctor check-in/out and monitoring will be provided for restroom breaks 	Talogy & Nassau	Per Project Timeline
Fingerprinting	<ul style="list-style-type: none"> Is not required at the time of candidate check in 	Nassau	Per Project Timeline
Candidate Identification	<ul style="list-style-type: none"> Candidate photos will not be captured during test check-in and administration Acceptable forms of identification are as follows: State issued driver's license, State issued identification card, US government issued Passport, US government issued Military Identification Card, US government issued Alien Registration Card, Employer ID with photo or Student ID with photo 	Talogy	Per Project Timeline
Certification of Attendance	<ul style="list-style-type: none"> If Nassau requires, candidates must present a valid Admissions Notice as sent to them by Nassau prior to the testing event. 	Nassau	Per Project Timeline

	<ul style="list-style-type: none"> Electronic or physical copies will be allowed 		
Proctors	<ul style="list-style-type: none"> Provision of proctors for testing events will be determined by Nassau and organized with Talogy accordingly Proctors will be expected to attend in person or virtually a proctor training prior to each test administration 	Talogy & Nassau	Per Project Timeline
COVID-19 Requirements	<ul style="list-style-type: none"> Candidates and staff must abide by local government COVID-19 protocols at the time of the event 	All	Per Project Timeline
Candidate Reschedule	<ul style="list-style-type: none"> Nassau will manage candidate reschedule outside of the Talogy solution. Nassau and Talogy to agree on reschedule policies prior to the event 	Nassau	Per Project Timeline
Accommodations	<ul style="list-style-type: none"> Nassau will manage accommodation requests outside of the Talogy solution 	Nassau	Per Project Timeline
Electronic Devices	<ul style="list-style-type: none"> Once the candidate has been checked in all electronic devices must be turned off. Candidates are not permitted to use devices once within the test site including, but not limited to, cellular phones, smart watches, recording devices, beepers, pagers, cameras, or portable media players Vendor will provide in person technical support staff and on call technical support staff on all days Exam is administered. 	All	
Test Center Security Protocols	<ul style="list-style-type: none"> Vendor will be responsible for LockDown Browser to be enabled for testing. Nassau's proctors will be trained by vendor on incident and security reporting and other Talogy specific protocol. Nassau's proctors will be monitoring within the testing rooms throughout the administration. 	All	

Post Event Items

Function	Comments	Responsible Party	Timeframe
Result Scoring	<ul style="list-style-type: none"> Scoring will be conducted by Talogy staff post administration 	Talogy	Per Project Timeline

	<ul style="list-style-type: none"> • Talogy is responsible for validation requirements in accordance with the Uniform Guidelines • If necessary, upon request of the County or the Department meet with the U.S. Department of Justice. Provide and/or interpret such information or data as their expert reviewers may request. • 		
Incident Reports	<ul style="list-style-type: none"> • If Talogy is providing proctoring and/or technical support, then Talogy will provide Nassau with a summary of incident reports to Nassau for any incidents reported on the dates of testing 	Talogy	Per Project Timeline
Document Storage, Collection, and Removal from Javits Center	<ul style="list-style-type: none"> • Coordinate collection of fingerprint cards, fingerprint pads, physical copies of Admissions Notices, and scratch paper from each test center location and return to Nassau 	Nassau	Per Project Timeline

Summary of Consulting Fees

The table below summarizes the proposed consulting fees and associated travel expenses for each position. A more detailed description of the services to be provided for each position follows in Table 2 - Table 6.

TABLE 1.1 SUMMARY OF CONSULTING FEES AND EXPENSES				
Project Elements	Police Officer	Police Communications Operator	Police Service Aide Trainee	Police Sergeant
1. Project Start-Up, Communication & Coordination	\$29,800.00	\$18,900.00	\$18,900.00	\$28,825.00
2. Job/Transportability Analysis	\$42,980.00	\$29,600.00	\$29,600.00	\$58,720.00
3. Candidate Preparation Guide	\$39,375.00	\$7,875.00	\$7,400.00	\$29,745.00
4. Test Development/Licensing	\$173,940.00	\$31,680.00	\$22,480.00	\$183,800.00
5. Scoring	\$26,200.00	\$16,860.00	\$16,860.00	Included in test development
6. Make-up Scoring	\$500 per batch for up to 20 candidates for each make up round that needs to be scored (PLUS \$25 PER CANDIDATE OVER 20)			
7. Maintenance of Documentation/Reporting	\$15,200.00	\$12,540.00	\$12,540.00	\$15,040.00
Subtotal Consulting by Position	\$327,495.00	\$117,455.00	\$107,780.00	\$316,130.00
Subtotal Estimated Travel Expenses by Position (TRAVEL IS DIRECT BILLED)	\$20,160.00	\$11,750.00	\$11,750.00	\$12,970.00
Total Fees & Expenses by Position	\$347,655.00	\$129,205.00	\$119,530.00	\$329,100.00
Grand Total Consulting Fees and Expenses (EXCLUDES MAKE-UP SCORING COSTS, ADMINISTRATION FEES AND EXPENSES SUMMARIZED BELOW)	\$925,490.00			

Summary of Administration Fees and Expenses

The table below summarizes the proposed administrative fees and associated travel expenses for each position under various scenarios. Additional detail is provided below.

Administration Fees and Expenses:

All options include Talogy providing computer equipment, technical support, and project management support.

TABLE 1.2 - SUMMARY OF ADMINISTRATION FEES AND EXPENSES					
	POLICE OFFICER	POLICE COMMUNICATIONS OPERATOR	POLICE SERVICE AIDE TRAINEE	POLICE SERGEANT	GRAND TOTAL BY OPTION
Option A (County)	\$1,358,563.00	\$49,327.00	\$35,481.00	\$86,771.00	\$1,530,142.00

Note: Costs reflect services to be provided for anticipated candidate volumes. Although fees will not be charged on a per candidate fee basis, it is informative to consider that costs for Option A average \$90 per candidate.

TABLE 2. — Entry-Level Police Officer Written Examination Job Analysis, Validation, and Examination Development:

TABLE 2 — PROJECT ELEMENTS	COST
1. Project Start-up, Communications and Coordination <ul style="list-style-type: none"> ▪ Project meetings between Talogy and the County (and DOJ as required) <ul style="list-style-type: none"> — Project kickoff meeting — Regular (e.g., monthly) status calls/video meetings — Quarterly on-site meetings, as required ▪ Continuous communication and coordination with the County ▪ Review of existing documents and data related to the positions ▪ Refinement of project plan and timeline 	\$29,800
2. Job Analysis/Transportability Analysis <ul style="list-style-type: none"> ▪ Review historical data, consent decree, and applicable policies and laws ▪ Obtain incumbent database from County to ensure representative sampling by race/ethnicity, gender, assignment, tenure, etc. ▪ Conduct 2-3 days of on-site observations/interviews of 8-12 incumbents ▪ Conduct on-site panel meetings with a sample of 8-12 incumbents and supervisors to review and finalize task and KSAO lists ▪ Conduct Duty/Ability/Personal Characteristic Survey online ▪ Analyze data collected from SMEs to statistically compare the Nassau County Police Officer profile with the profile for Talogy's general entry-level law enforcement officer position in order to transport criterion-related validity evidence to support the use of the LEAB in the County ▪ Produce a job analysis/transportability report 	\$42,980
3. Candidate Preparation Guide Licensing and Production <ul style="list-style-type: none"> ▪ Provide a Candidate Preparation Guide to describe the test content and administrative logistics, and provide preparation and test-taking strategies 	\$39,375

<ul style="list-style-type: none"> ▪ Post the Candidate Preparation Guide securely on Talogy’s candidate resources website ▪ Provide hard copies to the County for distribution to all registered applicants <p>NOTE: This cost can be eliminated if the guide is made available online only and hard copies are not required. See Table 6. Optional Elements for additional candidate preparation activities that may be of interest to the County, including practice cognitive ability tests and an online candidate tutorial.</p>	
<p>4. LEAB Licensing Fees and Administrative Materials</p> <ul style="list-style-type: none"> ▪ License to use Talogy’s proprietary LEAB for all registered applicants who appear to test. Six parallel versions of the LEAB will be provided to accommodate multiple days of testing and make-up testing ▪ Provide an administrative manual including proctor guidelines, candidate written and oral instructions, candidate non-disclosure forms and test material accounting forms ▪ Provide two consulting staff on-site for two days (test site installation and first day of administration) to help oversee administration and address any questions or concerns that arise as stated on page 2 #6 “For the Police Officer examination, five additional Talogy technology and project management staff will be onsite for all days of testing.” <p>NOTES: This cost includes licensing fees at \$10 per candidate assuming 15,700 candidates appear to test. The County will be charged licensing fees only for candidates who appear to test. See Table 1.2 Summary of Administration Fees and Expenses above, and Table 2 – Exam Administration Fees and Expenses below for costs associated with computers, proctors, and location</p>	<p>\$173,940</p> <p>(SEE NOTES)</p>
<p>5. Scoring</p> <ul style="list-style-type: none"> ▪ Produce test/scale scores and identify a scoring solution that optimally balances validity and adverse impact concerns based on the County’s candidate populations and our candidate/incumbent databases and program of criterion-related validity research. ▪ Recommend pass/fail cut-scores on individual test components and/or composite scores based on the County’s resource needs, characteristics of the score distribution, and validity/adverse impact considerations. Subject to US DOJ approval. ▪ Produce relevant adverse impact analyses and other summary statistics ▪ Produce final eligibility list in format requested by the County (i.e., rank-order, banded, pass/fail, etc.) Produce Summary of Test Results for Background Investigation 	<p>\$26,200</p>
<p>6. Make-up Scoring</p> <ul style="list-style-type: none"> ▪ Provide materials and produce scores for make-up candidates upon request of the County 	<p>\$500 for up to 20 candidates for each make up round that needs to be scored</p> <p>(PLUS \$25 PER CANDIDATE OVER 20)</p>
<p>7. Maintenance of Project Documentation/Formal Reporting</p> <ul style="list-style-type: none"> ▪ Retain project documentation for seven (7) years or longer pursuant to the County’s record retention rules ▪ Prepare a final Technical Report documenting all promotional examination procedure design, validation, implementation and results. Provide the report to Nassau County management and meet, if appropriate, with DOJ representatives to discuss the results of the process. 	<p>\$15,200</p>

Note: This cost would be eliminated if the County prefers that Talogy maintain all project documentation in lieu of a formal report until and unless a report is required.	
Subtotal Consulting Fees	\$327,495 (Plus Make-up Scoring Costs)
Subtotal Estimated, Direct-Billed, Travel Expenses ■ All travel will be direct-billed at cost ■ The estimated travel expenses assume 14 trips involving 20-24 days on-site for Project Start- Up/Communication/Coordination (as requested), Job Analysis activities, and Test Administration Oversight/Support	\$20,160
TOTAL CONSULTING FEES AND TRAVEL EXPENSES	\$347,655

TABLE 2 — EXAM ADMINISTRATION FEES AND EXPENSES	COST
All options include Talogy providing computer equipment, technical support and project management support and incorporate load balance testing, support, builds, quality assurance checks, user acceptance testing, workflows, etc.	
Option A (County) — County handles test locations and proctors- Selected by the County	\$1,358,563

TABLE 3. — Entry-Level Communications Operator Written Examination

Job Analysis, Validation, and Examination Development:

TABLE 3 — PROJECT ELEMENTS	COST
1. Project Start-up, Communications and Coordination <ul style="list-style-type: none"> ▪ Project meetings between Talogy and the County (and DOJ as required) ▪ Project kickoff meeting ▪ Regular (e.g., monthly) status calls/video meetings ▪ Quarterly onsite meetings, as required ▪ Continuous communication and coordination with the County ▪ Review of existing documents and data related to the positions ▪ Refinement of project plan and timeline 	\$18,900
2. Job Analysis and Content Validation <ul style="list-style-type: none"> ▪ Review historical data, consent decree, and applicable policies and laws ▪ Obtain incumbent database from County to ensure representative sampling by race/ethnicity, gender, assignment, tenure, etc. ▪ Conduct 1-2 days of on-site observations/interviews of 4-8 incumbents ▪ Conduct onsite panel meeting with a sample of 6-8 incumbents and supervisors to review and finalize task and KSAO lists ▪ Administer Duty/Ability/Personal Characteristic Survey via consensus panel ▪ Transport criterion-related validity for the BST, Viewpoint, and SACS to Nassau County by analyzing data collected from SMEs to statistically compare the County job profiles with O*NET profiles to transport criterion-related validity evidence to these positions in the County ▪ Produce a job analysis/transportability report 	\$29,600
3. Candidate Preparation Guide Development and Production <ul style="list-style-type: none"> ▪ Develop a Candidate Preparation Guide to describe the test content and administrative logistics, and provide preparation and test-taking strategies ▪ Post the Candidate Preparation Guide securely on Talogy’s candidate resources website ▪ Provide hard copies to the County for distribution to all registered applicants <p>Note: This cost can be slightly reduced if the guide is made available online only and hard copies are not required.</p>	\$7,875
4. Test Licensing Fees and Administration <ul style="list-style-type: none"> ▪ License to use Talogy’s proprietary tests (BST, Viewpoint, SACS) for the County’s Police Communications Operator candidates (Note: a single version of each test is available) ▪ Includes modification of BST “Following Oral Directions” test ▪ Provide an administrative manual including proctor guidelines, candidate written and oral instructions, candidate non-disclosure forms and test material accounting forms ▪ Provide two Talogy consulting staff on-site for two days (test site installation and first day of administration) to oversee administration and address any questions or concerns that arise 	\$31,680 (SEE NOTES)

Notes: This cost includes licensing fees at \$40 per candidate assuming 350 candidates appear to test. The County will be charged licensing fees only for candidates who appear to test. See Table 1.2 Summary of Administration Fees and Expenses above and Table 3 – Exam Administration Fees and Expenses below for costs associated with computers, proctors and location.	
5. Scoring <ul style="list-style-type: none"> Produce test/scale scores and identify scoring solution that optimally balances validity and adverse impact concerns based on the County's candidate populations and our candidate/incumbent databases and program of criterion-related validity research. Recommend pass/fail cut-scores on individual test components and/or composite scores based on the County's resource needs, characteristics of the score distribution, and validity/adverse impact considerations Produce relevant adverse impact analyses and other summary statistics Produce final eligibility list in format requested by the County (i.e., rank-order, banded, pass/fail, etc.) 	\$16,860
6. Make-up Scoring <ul style="list-style-type: none"> Provide materials and produce scores for make-up candidates upon the County's request 	\$500 for up to 20 candidates for each make up round that needs to be scored (PLUS \$25 PER CANDIDATE OVER 20)
7. Maintenance of Project Documentation/Formal Reporting <ul style="list-style-type: none"> Retain project documentation for seven (7) years or longer pursuant to the County's record retention rules Prepare a final Technical Report documenting all entry-level examination procedure design, validation, implementation and results. Provide the report to Nassau County management and meet, if appropriate, with DOJ representatives to discuss the results of the process. <p>Note: This cost would be eliminated if the County prefers that Talogy maintain all project documentation in lieu of a formal report until and unless a report is required.</p>	\$12,540
Subtotal Consulting Fees	\$117,455 (Plus Make-Up Scoring Costs)
Subtotal Estimated, Direct-Billed, Travel Expenses <ul style="list-style-type: none"> All travel will be direct-billed at cost The estimated travel expenses assume 9 trips involving 9-14 days on-site for Project Start- Up/Communication/Coordination (as requested), Job Analysis activities and Test Administration Oversight/Support. 	\$11,750
TOTAL CONSULTING FEES AND TRAVEL EXPENSES	\$129,205

TABLE 3 — EXAM ADMINISTRATION FEES AND EXPENSES	COST
All Options include Talogy providing computer equipment, technical support and project management support and incorporate load balance testing, support, builds, quality assurance checks, user acceptance testing, workflows, etc.	

Option A (County) — County handles test locations and proctors – Selected by the County	\$49,327
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TABLE 4. — Entry-Level Police Service Aide Trainee Written Examination

Job Analysis, Validation, and Examination Development:

TABLE 4 — PROJECT ELEMENTS	COST
<p>1. Project Start-up, Communications and Coordination</p> <ul style="list-style-type: none"> ■ Project meetings between Talogy and County (and DOJ as required) <ul style="list-style-type: none"> – Project kickoff meeting – Regular (e.g., monthly) status calls/video meetings – Quarterly onsite meetings, as required ■ Continuous communication and coordination with the County ■ Review of existing documents and data related to the positions ■ Refinement of project plan and timeline 	\$18,900
<p>2. Job Analysis and Content Validation</p> <ul style="list-style-type: none"> ■ Review historical data, consent decree, and applicable policies and laws ■ Obtain incumbent database from County to ensure representative sampling by race/ethnicity, gender, assignment, tenure, etc. ■ Conduct 1-2 days of on-site observations/interviews of 4-8 incumbents ■ Conduct on-site panel meeting with a sample of 6-8 incumbents and supervisors to review and finalize task and KSAO lists ■ Administer Duty/Ability/Personal Characteristic Survey via consensus panel ■ Transport criterion-related validity for the BST and Viewpoint, to Nassau County by analyzing data collected from SMEs to statistically compare the County job profiles with O*NET profiles to transport criterion-related validity evidence to these positions in the County ■ Produce a job analysis/transportability report 	\$29,600
<p>3. Candidate Preparation Guide Development and Production</p> <ul style="list-style-type: none"> ■ Develop a Candidate Preparation Guide to describe the test content, administrative logistics and provide preparation strategies ■ Post the Candidate Preparation Guide securely on Talogy’s candidate resources website 	\$7,400

<ul style="list-style-type: none"> ■ Provide hard copies to the County for distribution to all registered applicants <p>Note: This cost can be slightly reduced if the guide is made available online only and hard copies are not required.</p>	
<p>4. Test Licensing Fees and Administration</p> <ul style="list-style-type: none"> ■ License to use Talogy’s proprietary tests (BST, Viewpoint) for the County’s Police Service Aide Trainee candidates (Note: a single version of each test is available) ■ Includes modification of BST “Following Oral Directions” test ■ Provide an administrative manual including proctor guidelines, candidate written and oral instructions, candidate non-disclosure forms and test material accounting forms ■ Provide one Talogy consulting staff on-site for two days (test site installation and first day of administration) to oversee administration and address any questions or concerns that arise <p>Notes: This cost includes licensing fees at \$40 per candidate assuming 160 candidates appear to test. The County will be charged licensing fees only for candidates who appear to test. See Table 1.2 Summary of Administration Fees and Expenses above and Table 4 – Exam Administration Fees and Expenses below for costs associated with computers, proctors and location.</p>	<p>\$22,480 (SEE NOTES)</p>
<p>5. Scoring</p> <ul style="list-style-type: none"> ■ Produce test/scale scores and identify scoring solution that optimally balances validity and adverse impact concerns based on the County’s candidate populations and our candidate/incumbent databases and program of criterion-related validity research ■ Recommend pass/fail cut-scores on individual test components and/or composite scores based on the County’s resource needs, characteristics of the score distribution, and validity/adverse impact considerations ■ Produce relevant adverse impact analyses and other summary statistics ■ Produce final eligibility list in format requested by the County (i.e., rank-order, banded, pass/fail, etc.) ■ Produce Summary of Test Results for each passing candidate. Any individual examination score notices will be provided to the County in bulk in electronic form for distribution to individual candidates. 	<p>\$16,860</p>
<p>6. Make-up Scoring</p> <ul style="list-style-type: none"> ■ Provide materials and produce scores for make-up candidates upon request of County 	<p>\$500 for up to 20 candidates for each make up round that</p>

	needs to be scored (PLUS \$25 PER CANDIDATE OVER 20)
7. Maintenance of Project Documentation/Formal Reporting <ul style="list-style-type: none"> Retain project documentation for seven (7) years or longer pursuant to the County's record retention rules Prepare a final Technical Report documenting all entry-level examination procedure design, validation, implementation and results. Provide the report to Nassau County management and meet, if appropriate, with DOJ representatives to discuss the results of the process. <p>Note: This cost would be eliminated if the County prefers that Talogy maintain all project documentation in lieu of a formal report until and unless a report is required.</p>	\$12,540

Subtotal Consulting Fees	\$107,780 PLUS MAKE-UP SCORING COSTS
Subtotal Estimated, Direct-Billed, Travel Expenses <ul style="list-style-type: none"> All travel will be direct-billed at cost The estimated travel expenses assume 9 trips involving 9-14 days onsite for Project Start-Up/Communication/Coordination (as requested), Job Analysis and Test Administration Oversight/Support 	\$11,750
TOTAL CONSULTING FEES AND TRAVEL EXPENSES	\$119,530

TABLE 4 — EXAM ADMINISTRATION FEES AND EXPENSES	COST
All Options include Talogy providing computer equipment, technical support and project management support and incorporate load balance testing, support, builds, quality assurance checks, user acceptance testing, workflows, etc.	
Option A (County) — County handles test locations and proctors – Selected by the County	\$35,481

TABLE 5. — Job Analysis, Validation, and Examination Development: Promotional Examination for Sergeant

TABLE 5 — PROJECT ELEMENTS	COST
<p>1. Project Start-up, Communications and Coordination</p> <ul style="list-style-type: none"> ■ Project meetings between Talogy and the County (and DOJ as required) <ul style="list-style-type: none"> – Project kickoff meeting – Regular (e.g., monthly) status calls/video meetings – Quarterly on-site meetings, as required ■ Continuous communication and coordination with the County ■ Review of existing documents and data related to the positions, as well as policies, statutes, consent decree and case law applicable to current promotional selection processes ■ Refinement of project plan and timeline 	\$28,825
<p>2. Job Analysis and Test Plan Specification</p> <ul style="list-style-type: none"> ■ Review existing data & documentation from the County and recommend preliminary task & KSAO lists ■ Obtain incumbent database from County to ensure representative sampling by race/ethnicity, gender, assignment, tenure, etc. ■ Conduct 2-3 days of on-site observations/interviews of 8-12 incumbents ■ Conduct onsite panel meeting with a sample of 6-8 incumbents and supervisors to review and finalize task and KSAO lists ■ Administer Duty/Knowledge/Competency survey online ■ Recommend test plans and reading lists based on job analysis data ■ Prepare a job analysis report 	\$58,720
<p>3. Candidate Preparation Guide Development and Production</p> <ul style="list-style-type: none"> ■ Develop a Candidate Preparation Guide to describe the test content, administrative logistics and provide preparation strategies ■ Provide hard copies for distribution by the County ■ Securely post the Candidate Preparation Guide and Reading List on the Talogy candidate resources website, and provide a link to the County ensuring availability to all candidates who apply to take the exam <p>Note: This cost can be slightly reduced if the guide is made available online only and hard copies are not required.</p>	\$29,745
<p>4. Two-Part -- Written Test Development, Administrative Support and Scoring</p>	\$183,800

<ul style="list-style-type: none"> ■ Develop a custom, two-part written exam consisting of ATK items (Part One) and Competency-based items (Part Two) ■ Conduct SME review of written test content for job relevance, accuracy, and clarity ■ Perform cultural/gender bias review and reading level analysis on test components ■ Finalize test content and load custom tests onto Talogy's computerized test administration platform ■ Provide an administrative manual including proctor guidelines, candidate written and oral instructions, candidate non-disclosure forms and test material accounting forms ■ Following administration, produce component and overall (composite) exam scores using appropriate standardization and weighting based on the results of the job analysis ■ Review appeals and provide recommendations for final disposition of the County ■ Recommend pass/fail cut-scores based on the County's resource needs, characteristics of the score distribution, and validity/adverse impact considerations ■ Produce final eligibility list in format requested by the County (i.e., rank-order, banded, pass/fail, etc.) ■ Produce relevant adverse impact analyses and other summary statistics ■ Produce Summary of Test Results for each passing candidate. Any individual promotion examination score notices will be provided to the County in bulk in electronic form for distribution to individual candidates. <p>Notes: As an option, a second version of each exam can be requested for use in make-up administrations (not included in the cost reported here). The alternate version may be comprised of the same items and alternatives presented in a different order, cosmetically modified items, entirely new but parallel items, or some combination of all three approaches. Cost estimates can be provided upon request.</p>	
<p>5. Scoring costs included as part of Element 4.</p>	
<p>6. Make-up Scoring</p> <ul style="list-style-type: none"> ■ Provide materials and produce scores for make-up candidates upon request of County 	<p>\$500 for up to 20 candidates for each make up round that needs to be scored (PUS \$25 PER CANDIDATE OVER 20)</p>
<p>7. Maintenance of Project Documentation/Formal Reporting</p> <ul style="list-style-type: none"> ■ Retain project documentation for seven (7) years or longer pursuant to the County's record retention rules 	<p>\$15,040</p>

<ul style="list-style-type: none"> ■ Prepare a final Technical Report documenting all entry-level examination procedure design, validation, implementation and results. Provide the report to Nassau County management and meet, if appropriate, with DOJ representatives to discuss the results of the process. <p>Note: This cost would be eliminated if the County prefers that Talogy maintain all project documentation in lieu of a formal report until and unless a report is required.</p>	
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Subtotal Consulting	\$316,130 PLUS MAKE-UP SCORING COSTS
Subtotal Estimated, Direct-Billed, Travel Expenses <ul style="list-style-type: none"> ■ All travel will be direct-billed ■ The estimated travel expenses assume 10 trips involving 15-16 days on-site for Project Start- Up/Communication/Coordination (as requested), Job Analysis activities, Test Development/Review, and Test Administration oversight 	\$12,970
TOTAL CONSULTING FEES AND TRAVEL EXPENSES	\$329,100

TABLE 5 — EXAM ADMINISTRATION FEES AND EXPENSES	COST
All Options include Talogy providing computer equipment, technical support and project management support and incorporate load balance testing, support, builds, quality assurance checks, user acceptance testing, workflows, etc.	
Option A (County) — County handles test locations and proctors – Selected by the County	\$86,771

TABLE 6.— Cognitive Ability Test

Cognitive Ability Test Full Tutorial for Police Officer <ul style="list-style-type: none"> ■ Provide a web-based candidate tutorial, including a stand-alone 24-item Cognitive Ability practice test with answers and explanations. The tutorial materials will be posted on Talogy’s Candidate Resources website or a secure County website Nassau County is electing to use this. 	
	\$14,000 with a 24-item practice test Nassau County is electing to use this.

TABLE 7. Optional Elements

TABLE 7— OPTIONAL ELEMENTS*

Local Criterion-Related Validation Study <ul style="list-style-type: none"> ■ Recommend a plan to recruit a stratified sample of incumbents by race/ethnicity, gender, assignment, and tenure for participation in the validation study based on data provided by the County ■ Develop performance appraisal rating materials and produce incumbent written test materials ■ Conduct incumbent testing sessions over the course of 1-2 weeks ■ Conduct rater training and collect supervisory performance ratings on participating incumbents online (two supervisors per incumbent where possible) ■ Analyze local validity/adverse impact data in conjunction with historical validation data to derive local scoring models ■ Document validation study procedures and results in a validation report ■ Provide all requirements so the County can identify facilities and equipment needed for incumbent testing, identify supervisors to make performance ratings, and schedule incumbents and supervisors for testing and rating sessions 	\$32,000 (COMMUNICATION OPERATOR AND SERVICE AIDE TRAINEE)
	\$51,100 (POLICE OFFICER)
Cognitive Ability Test Full Tutorial for Police Officer <ul style="list-style-type: none"> ■ Provide a web-based candidate tutorial, including a stand-alone 12 item Cognitive Ability practice test with answers and explanations. The tutorial materials will be posted on Talogy's Candidate Resources website or a secure County website 	\$12,500 with a 12-item practice test;
Cognitive Ability Practice Test Only for Police Officer <ul style="list-style-type: none"> ■ If desired, the County may adopt only the standalone 12 or 24-item practice test with answers/explanations and post it in the same way as the full tutorial ■ Cost applies to the initial contract year. If needed, a license to reuse the same practice test is \$500 or \$1,000 per contract year for the 12 and 24-item practice tests, respectively 	\$1,500 for 12-item practice test only (FOR THE FIRST CONTRACT YEAR)
	\$3,000 for 24-item practice test only (FOR THE FIRST CONTRACT YEAR)

*Note: Additional options of interest to the County will be addressed on a case-by-case basis and can be adopted through a written contract amendment outlining the specifications, terms and pricing mutually agreed to and signed by the County and Talogy.

Invoicing: Talogy will invoice County monthly. Invoices will detail the portion of each project element conducted each month and include receipts for invoiced expenses.

Additional Pricing Terms Related to All Categories

For the purpose of the Cost Proposal, it is understood that this project will occur under court oversight. Should additional litigation support services or work beyond project scope be required, the engagement agreement in effect at the time the litigation support or additional work is requested will be used to negotiate rates and policies. Talogy's current engagement agreement for litigation support and work beyond the project scope appears below..

Talogy Engagement Agreement for Litigation Support & Work Beyond Project Scope

1. Litigation Support

Except where Vendor is deemed to be negligent, or named as a defendant any activity proposed during the course of the contract that: a) is quasi-legal in nature (e.g., activities performed in response to oversight from a court-appointed attorney/expert or oversight agency such as the Department of Justice pursuant to litigation and associated court requirements) including, but not limited to, supplementary data transfers, data analyses, reports, meetings and conference calls; or b) is related to existing or pending litigation at the time this Agreement is entered into (e.g., Expert Witness services, Fact Witness services) will be billed at the hourly rates specified in this Agreement, subject to the payment terms listed above.

By Way of Example: Litigation Support will kick in for items requested out of the ordinary for the DOJ, i.e., if Talogy holds a meeting to explain results to the County and DOJ is present too, Talogy will not charge, but if Talogy is required to schedule extra meetings with DOJ and must provide additional data and analyses, Talogy will charge.

When providing litigation support, Talogy bills by the hour, at rates commensurate with the skills of its staff, as set forth in the Fee Schedule below. Talogy organizes client work in such a way as to attempt to minimize the cost to the client, while still meeting exacting standards of timeliness and professionalism. Expenses such as normal copying, communications (phone, fax, and e-mail) and so forth are included in the hourly rates. Large copy jobs, shipping, and travel expenses are billed separately. No surcharge is added to out-of-pocket expenses.

LITIGATION SUPPORT FEE SCHEDULE	
Lead Testifying/Consulting Expert (Dr. Rick Jacobs)	\$600/hour
Associate Testifying and Consulting Experts	\$450/hour
Senior Statistician/Data Manager	\$350/hour
Principal Consultants/Managing Consultants/Directors	\$350/hour
Consultants and Senior Consultants	\$250-\$300/hour
Associate Statistician	\$250/hour
Associate Consultants	\$150-\$200/hour

Any questions about bills or requests for additional information, will be addressed in a timely manner. The County will use best efforts to notify Talogy of any questions or requests within 60 days of receiving an invoice.

2. Work Beyond Project Scope

Any activity proposed during the course of the contract, that a) falls outside the scope of activities covered under the existing contract, and requires any substantial use of consultant resources, and b) does NOT involve litigation related activities, will be billed at a fixed price or hourly rate established through the mutual consent of the consultant and client, and the existing contract will be amended, in writing, or a new contract will be entered. Whenever possible, activities subject to this requirement will be identified by Talogy and approved by the client, in writing, before performing any such activity.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2022

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 CN102335019--GAUW-22-23		CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:		FAX (A/C, No):
INSURED Talogy, Inc. 611 N Brand Boulevard, 10th Floor Glendale, CA 91203		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Transportation Insurance Company		20494
		INSURER B: National Fire Insurance of Hartford		20478
		INSURER C: The Continental Insurance Company		35289
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

LOS-002654933-01

REVISION NUMBER: 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			7033927840	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Combined Total \$ 10,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7033927854	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7033927837	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	7033927868 (CA) 7033927871 (AOS)	06/01/2022 06/01/2022	06/01/2023 06/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Nassau County is included as additional insured where required by written contract with respect to General Liability.

CERTIFICATE HOLDER

Nassau County
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
of Marsh Risk & Insurance Services

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PD Civil Service Test Preparation and Administration Services
RFP# PR0627-2223
Single Vendor Response Analysis

One proposal was received in response to RFP#PR0627-2223, Police Department Civil Service Test Preparation and Administration Services.

The County and the Police Department (Department) has entered into a Consent Decree with the United States Department of Justice (DOJ), which provides that the County and the Department will develop and administer examinations for entry level Police Officers, unsworn personnel, and promotional examinations that either: (i) do not have discriminatory impacts upon African-Americans, Hispanics, or females, or (ii) have been validated in accordance with Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), and the Federal Uniform Guidelines on Employee Selection Procedures. The County was seeking a contractor to produce and validate these examinations for the Department that do not have discriminatory impacts upon all groups protected by Title VII and the Federal Uniform Guidelines on Employee Selection Procedures.

The Scope of Services outlined in the RFP was focused on procuring an extremely specialized consultant that could prepare and administer examinations to incoming candidates for Police Department titles including, but not limited to, Police Officer, Police Communications Operator, and Police Service Aide Trainee, consistent with Title VII, and (b) preparation and administration of a written examination to Police Officers for promotion to the rank of Police Sergeant, consistent with Title VII. Each proposal required a timeline schedule for implementation and study guides for each examination that the vendor develops. It was very important that the vendor understood the task(s) required and had experience working with the DOJ.

432 vendors were notified of the solicitation. It was advertised in Newsday and listed on Nassau County's Solicitation Bid Board for 80 days. Registered vendors with the County under the below codes were notified of the RFP:

68067 - POLICE TRAINING AND INSTRUCTIONAL AIDS
68093 - TEST EQUIPMENT AND SUPPLIES, POLICE
69084 - TEST EQUIPMENT, ANALOG AND DIGITAL (POWER GENERATION)
78590 - TESTS AND TEST SCORING DEVICES (EDUCATIONAL)
90783 - Testing Services
92420 - EXAMINATION AND TESTING SERVICES (EDUCATIONAL)
99200 - TESTING SERVICES - GENERAL

Our previous vendor, Aon Hewitt, did not submit a proposal. When we inquired why, Aon Hewitt responded that the appropriate individual did not receive our email notice of the solicitation due to restructuring within the organization. They also did not look at Nassau's Solicitation Bid Board or public advertisement of the solicitation placed in Newsday. They were reminded to update their contact information in the vendor portal so that they will receive notice of relevant solicitations.

Due to the unique circumstances of the County being under oversight by the DOJ other firms may have not wanted to submit a proposal knowing they would be subject to such scrutiny. Talogy has worked under this oversight in the past and therefore did not see this as an obstacle to success. There was also a time constraint of preparing and administering some of the tests by the end of 2023 that could have excluded potential vendors.

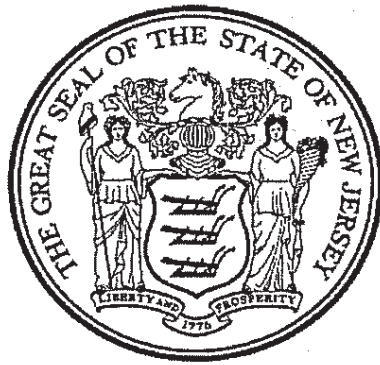
The selection committee evaluated Talogy's proposal according to the criteria outlined in the RFP. The committee members scores were 95, 95, 93 and 90, with the average being 93.

Talogy's proposal was very thorough, detailing how they would collect data to design the test(s) with specifics on testing administration and scoring. After checking references of similar sized government entities, the committee is confident that Talogy is qualified to perform these services for Nassau County PD and Civil Service.

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
FILING CERTIFICATION (CERTIFIED COPY)
0100053066

TALOGY, INC.

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department the below
listed document(s) and that the foregoing is a
true copy of the
as the same is taken from and compared with the
original(s) filed in this office on the date set
forth on each instrument and now remaining on file
and of record in my office.*



Certificate Number: 143776695

Verify this certificate online at

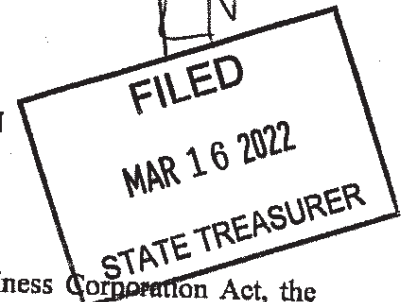
<https://www.njportal.com/DOR/businessrecords/Validate.aspx>

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
17th day of March, 2022*

A handwritten signature in cursive script, reading "Elizabeth Maher Muoio".

Elizabeth Maher Muoio
State Treasurer

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
CALIPER MANAGEMENT, INC.
(a New Jersey corporation)



Pursuant to N.J.S.A. 14A:9-5 of the New Jersey Business Corporation Act, the undersigned corporation hereby executes the following Amended and Restated Certificate of Incorporation:

FIRST: The name of the corporation is Talogy, Inc. (the "Corporation").

SECOND: The purpose or purposes for which the Corporation is organized are to engage in any activity within the purposes for which corporations may be organized under the provision of the New Jersey Business Corporation Act (the "NJBCA").

THIRD: The aggregate number of shares for which the Corporation shall have authority to issue is one hundred and five (105) shares of Common Stock, no par value.

FOURTH: The address of the Corporation's registered office in the State of New Jersey is 100 Charles Ewing Blvd., Suite 160, Ewing, New Jersey 08628, and the name of its registered agent at such address is Corporation Service Company.

FIFTH: The number of directors constituting the current Board of Directors shall be 2 and the names and addresses of the Directors are as follows:

<u>Name</u>	<u>Mailing Address</u>
Stephen Tapp	500 Alexander Park, Ste. 200, Princeton, NJ 08540
Paul Dean	500 Alexander Park, Ste. 200, Princeton, NJ 08540

SIXTH: To the full that the laws of the State of New Jersey, as they exist on the date hereof or as they may hereafter be amended, permit the limitation or elimination of the liability of directors and officers, no director or officer of the corporation shall be personally liable to the Corporation or its shareholders for damages for breach of any duty owed to the corporation or its shareholders. Neither the amendment or repeal of this Article nor the adoption of an amendment which is inconsistent with this Article shall apply to or have any effect on the liability or alleged liability of any director or officer of the corporation for or which respect to any act or omission of such director or officer occurring prior to such amendment, repeal or adoption.

SEVENTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation in the manner now or hereafter prescribed herein and by the laws of the State of New Jersey, and all rights conferred upon stockholders herein are granted subject to this reservation.

EIGHTH: This Amended and Restated Certificate of Incorporation shall become effective upon filing.

* * * * *

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be filed this 15th day of March, 2022.

By: 

Name: Stephen Tapp

Title: President

**CERTIFICATE REQUIRED TO BE FILED WITH THE
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION**

Pursuant to N.J.S.A. 14A:9-5(5) of the New Jersey Business Corporation Act, the undersigned corporation hereby executes the following certificate:

FIRST: The name of the corporation is Talogy, Inc. (the "Corporation").

SECOND: The Amended and Restated Certificate of Incorporation of the Corporation (the "Restated Certificate") was adopted on March 15, 2022.

THIRD: At the time of the adoption of the Restated Certificate, the number of shares outstanding was one hundred (100) shares. The total number of shares entitled to vote thereon, and the vote of such shares was:

Total Number of Shares Entitled to Vote	Number of Shares Voted For	Against	
100	100	0	

FOURTH: This Amended and Restated Certificate restates and integrates and further amends the Certificate of Incorporation of this corporation in its entirety as set forth in the Amended and Restated Certificate of Incorporation.

* * * * *

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation restates and integrates and further amends the Certificate of Incorporation of this Corporation in its entirety as set forth in the Amended and Restated Certificate of Incorporation.
Dated this 15th day of March, 2022.

By: 

Name: Stephen Tapp

Title: President



Nassau County Department of Shared Services
One West Street
Room 100
Mineola, NY 11501

January 4, 2023

To Whom It May Concern:

On March 15, 2022, we announced the launch of our new Talogy brand. With the launch came the renaming of one of our former entities, Caliper Management, Inc. to Talogy, Inc. On March 16, 2022, we received the approved paperwork of such renaming, and have attached a copy of the same hereto for reference. At this time, we have filed all the necessary paperwork with the IRS but are still waiting for their approval of the name change.

Since the name change was put into effect, we have still successfully entered into Agreements with several other clients under the Talogy name and have run into little to no difficulties arising around issues with the tax ID number still being listed as Caliper Management, Inc. under the IRS website. Please rest assured that we believe approval will be coming shortly from the IRS, but we still wait patiently for the same and will provide you notice we get the same. In the meantime, we will continue to operate under the name Talogy, Inc. and not the Caliper Management, Inc. name. If you have any further questions or concerns, please reach out to our Contracts Manager and Paralegal, Courtney Flores at courtney.flores@talogy.com.

Thank you,

DocuSigned by:

Bradley Kendall

Bradley Kendall

Senior Vice President
Americas

Bradley.kendall@talogy.com

[Talogy.com](https://www.talogy.com)

+1 (800) 367-1565
hello@talogy.com

611 N. Brand Blvd.
10th Floor
Glendale, CA 91203
United States

Caliper Management, Inc. is now Talogy.
Registration no. 0100053066
Registered address:
Corporation Service Company
Princeton South Corporate Ctr
100 Charles Ewing Blvd, Ste 160
Ewing, NJ 08628