NASSAU COUNTY LEGISLATURE MINEOLA, NEW YORK JUNE 20, 2016 1:00 P.M.

1. Agendas And Contracts

Documents: 6-20-16R.PDF, A-4-16 WEB.PDF, B-4-16 WEB.PDF, E-51-16 WEB.PDF, E-55-16 WEB.PDF, E-56-16 WEB.PDF, E-66-16 WEB.PDF, E-120-16 WEB.PDF, E-135-16 WEB.PDF, E-152-16 WEB.PDF, U-16-16 WEB.PDF, U-42-16 WEB.PDF

2. Rules Agenda

Documents: R-6-20-16.PDF

3. Rules Addendum

Documents: R-6-20-16 ADDENDUM.PDF

PUBLIC NOTICE

PLEASE TAKE NOTICE THAT

THE NASSAU COUNTY LEGISLATURE

WILL HOLD A MEETING OF THE

RULES COMMITTEE

ON

MONDAY, JUNE 20, 2016 AT 1:00 P.M.

IN

THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER

THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING

1550 FRANKLIN AVENUE, MINEOLA, NEW YORK

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

DATED: JUNE 13, 2016

Mineola, NY

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

NASSAU COUNTY LEGISLATURE 11th TERM MEETING AGENDA

RULES COMMITTEE

JUNE 20, 2016 1:00 PM

Norma Gonsalves – Chairwoman Richard Nicolello– Vice Chairman Dennis Dunne Howard Kopel Kevan Abrahams – Ranking Judy Jacobs Carrié Solages

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
E-152-16	AT	R	RESOLUTION NO2016 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND
U-42-16	AT	R	THE LAW OFFICES OF ROBERT P. MACCHIA & ASSOCIATES. E-152-16 RESOLUTION NO2016 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A SPECIAL COUNSEL CONTRACT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND CECILIA AMERANTI-BYRNE, ESQ. U-42-16
			THE FOLLOWING ITEMS MAY BE UNTABLED
A-4-16	PR	R	RESOLUTION NO2016 A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND HVAC INC. A-4-16
B-4-16	PW	R	RESOLUTION NO2016 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND R.J. INDUSTRIES, INC. B-4-16
E-51-16	TS	R	RESOLUTION NO2016 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF TRAFFIC SAFETY BOARD AND DANIELLE P. RELLA. E-51-16
E-55-16	AT	R	RESOLUTION NO2016 A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP. E-55-16

RULES 1

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
E-56-16	AT	R	RESOLUTION NO2016
_ 55 15	111	1	A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT
	<u> </u>		ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER
			MOSKOWITZ EDELMAN & DICKER LLP. E-56-16
E-66-16	AT	R	RESOLUTION NO2016
			A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT
			ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND LEVENTHAL, MULLANEY
			& BLINKOFF LLP. E-66-16
E-120-16	SS	R	RESOLUTION NO2016
			RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN
			AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF
			NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF SOCIAL
			SERVICES AND SUMMIT SECURITY SERVICES, INC. E-120-16
E-135-16	AT	R	RESOLUTION NO2016
			A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN
			AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF
			NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND
			PANNONE LOPES DEVEREAUX & WEST, LLC. E-135-16
U-16-16	AT	R	RESOLUTION NO2016
			A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN
:	-		AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF
į			NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY ATTORNEY,
			AND JACKSON LEWIS P.C. U-16-16

RULES 2



Office of Purchasing

Staff Summary A-04-2016

	Subject : Environ					Date: Nover	nber 25, 201	5	
	(S/B 9844-1106	03-207,	BPNC13000	1320]		Vendor Nan			
	Department:			HVAC Inc.	ile.				
	Office of Purchas					Contract Nu	ımbor		
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	То	Date	Approval	Info	Other	Date & Init.	Approval	Date & Init. /, /	Approval
	Assgn Comm						Dept. Head	125/16	Counsel to
	Rules Comm					,	Budget	61/2120LR	County Atty.
-	Full Leg					/15/16 @	Deputy C.E.	1 1313	County Exec.
Entrove Distant post	rpose: To notify vironmental Systems of the Secussion: This ticipated usage sted to the Nass of the Minority Affair arded to HVAC	stem Ser ommitte Blanket will exce au Cour rs was §	rvices for va ee. Purchase Ceed \$100,00 nty Bid Solic given a copy	order h	as been in 2015-201 Board who	nty departmen effect since Jar 6. This solicitat ere 162 vendors 1) bid was rece	ts has reache nuary 1, 2014 tion was adve s were notifie ived. The bla	ed a level that 4 and based ertised in Ne ed electronic	at requires on wsday and ally of the
	pact on Fundir llars (\$100,000.				er estimate	d annual usage	e will exceed	One Hundre	ed Thousand
Re	<u>commendation</u>	: Office	of Purchas	ing rec	ommends a	approving overs	sight of fundi	ng for this E	Blanket
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COUNTY OF NASSAU

INTER - DEPARTMENTAL MEMO

TO:

CLERK OF THE COUNTY LEGISLATURE

A-04-2016

FROM:

MICHAEL SCHLENOFF, DEPUTY DIRECTOR

OFFICE OF PURCHASING

DATE:

MOVEMBER 30, 2015

SUBJECT: RESOLUTION-VARIOUS NASSAU COUNTY DEPARTMENTS

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO APPROVE OVERSIGHT FOR A BLANKET ORDER IN THE ESTIMATED AMOUNT OF OVER ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS TO <u>HVAC INC</u>. MEETING SPECIFICATIONS FOR ENVIRONMENTAL SYSTEM SERVICES.

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE

FOR INCLUSION IN ITS AGENDA.

MICHAEL SCHLENOFF
DEPUTY DIRECTOR
OFFICE OF PURCHASING

MS: br

ENCL:

- (1) STAFF SUMMARY
- (2) DISCLOSURE STATEMENT
- (3) RESOLUTION
- (4) BID SUMMARY
- (5) BID PROPOSAL
- (6) RECOMMENDATION OF AWARD
- (7) BLANKET PURCHASE ORDER



FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM BID NUMBER 9844-11063-207

Dated: 10/24/2013

BID OPENING DATE 11/06/2013 11:00 A.M. E.S.T.

BUYER Mary H

Mary Hoeflinger

TELEPHONE (516) 571-5820

REQUISITION NUMBER

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE ENVIRONMENTAL SYSTEM SERVICES

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

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

CASH DISCOUNT OF

PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

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

DELIVERY MADE TO: NASSAU COUNTY CORRECTIONAL CENTER CARMEN AVENUE EAST MEADOW, NY 11554

GUARANTEED DELIVERY DATE

DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER

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

NAME OF BIDDER HVAC, THC	
ADDRESS 681 Grand Blud Suit	e7
CITY DEEV DAVK STATE W	ZIP CODE 11729 TELEPHONE/31-2(13 (430)
SIGNATURE OF AUTHORIZED INDIVIDUAL	PRINT OR TYPE NAME OF SIGNER AND TITLE
DIEVEOLEINO TURO DES TELES	THE STORER AND THEE

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

BID TERMS AND CONDITIONS

- 1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appartenances of equipment is not described, it shall be understood that all equipment and appartenances which are usually provided in the manufacturer's stock model shall be furnished.

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

- 6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (3) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive monorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
- Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award: and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
- Awards will be made to the lowest responsible Bidder. Cash discounts will not be a
 factor in determining awards, except in the bids. Consideration will be given to the
 reliability of the Bidder, the quantities of the materials, equipment or supplies to be
 furnished, their conformity with the specifications, the purpose for which required
 and the terms of delivery.
- The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
- Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
- 11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
- An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
- 13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
- 14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prampt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
- 15. The County Agencies will not schedule any deliveries for Saturdays. Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
- 16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bill.
- 17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall fite all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

- 18. All supplies which are customarily labeled or identified must have securely affixed thereto the original an mutilated label or marking of the manufacturer.
- 19. Billings for deliveries must be rendered on County claim forms,
- Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
- 21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
- 22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
- (e) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
- (d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.
- (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft,
- (f) That he will keep himself fully informed, of all manicipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
- (g) That the items furnished shall conform to all the provisions of the bid and this warmnty shall survive acceptance, or use of any material so furnished.
- h) That all deliveries will not be inferior to the accepted bid sample.
- 23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX. Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220c and 230 of the Labor Law. Section 3 and 12 of the Labor Law. Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law. Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional amnicipal ordinatees and regulations. State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and couply with said ordinatees, laws and regulations at his sole cost and expense.
- 24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
- The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
- 26. No agreements, changes, madifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing und signed by the Director. Office of Purchasing or his duly/designated representative.

DISCLOSURE STATEMENT

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

•	-luac, Inc.
Address: 6	81 Grand Bluck, Suite 7 Deer park, Ny 11729
Telephone No:	Fax No:
1. State Whether:	A CorporationCOV Poration
	Individual
	Partnership
	GUIDELINES FOR DISCLOSURE

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

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

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

ALL BIDS MUST BE F.	<u>D.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOOR</u>	S UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE	grow-Subhaferat-	Dresident
	BIDDER	TITLE

BIDDER'S NAME:	HUAC,	QUALIFICATION ST	<u>ATEMENT</u>	
ADDRESS: (`		te 7. Deer pa	MC, NY 11729
1. STATE WHETH			DIVIDUAL	,
2. IF A CORPORA	ITION OR PARTNERSHI	P LIST NAME(S) AND AD	DRESS(S) OF OFFICER(S)	
GUSUMA VICE PRESIDEN	<u>Sukhapiwet</u>	ana,		
SECRETARY				
TREASURER				
3. HAVE YOU FILI IF SO WHEN?	ED A QUALIFICATION S	STATEMENT WITH THE C	OUNTY OF NASSAU?	yes
4. HOW MANY YE	ARS HAS YOUR ORGAN) IZATION BEEN IN BUSII	NESS UNDER YOUR PRESE	NT NAME? 20 GROVS
	YOUR FIRM, EVER FAII		WORK AWARDED TO YOU	
6. IN WHAT OTHE	ER LINES OF BUSINESS	ARE YOU OR YOUR FIRE	M INTERESTED?	on-e
7. WHAT IS THE E OF THIS BID?	EXPERIENCE OF THE PR	INCIPAL INDIVIDUALS (DF YOUR ORGANIZATION	RELATING TO THE SUBJECT
INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE		IN WHAT CAPACITY
Fusuma Sc	thapwatar	na Preside	ent doyes	
B. IN WHAT MANN			DRK? EXPLAIN IN DETAIL	
ALL BIDS MUST BE BIDDER SIGN HER	E Mount	D INCLUDE DELIVERY WIT WOLAPWAY DDER 4	HIN DOORS UNLESS OTHER	VISE SPECIFIED. OCHELL TITLE

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION
JAMes Gerardi, Coo
10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE, REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.
NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.
1. REFERENCE'S NAME: Eastport South Manor CSIS ADDRESS: 149 Dayton Ave Hanorville, Ny 11949
TELEPHONE: 431-874-6533 CONTACT PERSON MR. RON RYAN CONTRACT DATE: ON GOING
2. REFERENCE'S NAME: Middle Country C3D ADDRESS: 8 43Rd 5+
Centerach, by 11720 TELEPHONE: 631-285-8830 CONTACT PERSON by Frank fioring contract date: On Going
3. REFERENCE'S NAME: Uniondale UFSD ADDRESS: 933 Goodrich St
UNIONDALE, NY 11553 TELEPHONE: 516-560-8815 CONTACT PERSON JOHN Laboure CONTRACT DATE: ON GOING
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED. BIDDER SIGN HERE BIDDER BIDDER BIDDER

OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

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

BIDDER SIGN HERE BIDDER

BIDDER

TITLE

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
 - (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

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- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
 - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
- (m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition,

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OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

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INDEMNIFICATION:

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

DEFINITIONS:

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

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

IMPORTANT

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

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

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Page 1 of 4

COUNTY OF NASSAU

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

1.	Name of the Entity: HUPC, TNC
	Address: 681 Grand BWd, Suite7
	City, State and Zip Code: Dear Dark, Wy 11729
2.	Entity's Vendor Identification Number: 11-3266966
3.	Type of Business:Public CorpPartnershipJoint Venture
	Ltd. Liability CoClosely Held CorpCOrpora + to Other (specify)
4. compa membe	List names and addresses of all principals; that is, all individuals serving on the Board of Directors or trable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all ers and officers of limited liability companies (attach additional sheets if necessary):
	Gusuma Suthapwafana - President

ın ındı	List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not vidual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy .0K in lieu of completing this section. GOSOMO SO Changuatana - Dresides t
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the term is $d\epsilon$	of real property subject to County regulation, procurements, or to otherwise engage is fined herein. The term "lobbyist" does not include any officer, director, trustee, empent of the County of Nassau, or State of New York, when discharging his or her officer.
(a)	Name, title, business address and telephone number of lobbyist(s):
	NIA
- Address	
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8. VERIFICATION Solution of the second seco	ory of the firm fo ms and so swears	or the purpose of e s that he/she has ro	xecuting Contrac		
Dated: 12/10/2	015	Signed: Print Name// Title:	jon Su Susuma s Preside	thapwal w Khapiwa nt	etang

Page 4 of 4:

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

any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

County, its agencies, boards, commissions, climited to the Open Space and Parks Advisor lobbying activities as the term is defined her proposals, development or improvement of r	ization: The term "lobbyist" means any and every person ted by any client to influence - or promote a matter before department heads, legislators or committees, including bury Committee and Planning Commission; or to otherwise rein. Such matters include, but are not limited to, requests real property subject to County regulation, procurements. ector, trustee, employee, counsel or agent of the County of or her official duties.	- Nassau t not engage in for
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2. List whether and where the person/or, York State):	rganization is registered as a lobbyist (e.g., Nassau County	/, New
3. Name, address and telephone number employed or designated:	of client(s) by whom, or on whose behalf, the lobbyist is	retained,
	NA	
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4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and id each activity listed. See page 4 for a complete description of lobbying activities.	entify client(s) for
The name of persons, organizations or governmental entities before whom the lobby	

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FORMAL SEALED BID PROPOSAL

Page 3 of 4

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

Dated: 12 10 2015

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FORMAL SEALED BID PROPOSAL

Page 4 of 4:

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

any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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FORMAL SEALED BID PROPOSAL

Business History Form

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

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).
Date: 12 10 2015
1) Bidder's/Proposer's Legal Name:
2) Address of Place of Business: 681 Grand Blud Suite 7 December 17
List all other business addresses used within last five years:
3) Mailing Address (if different): Same AS Above
Phone: 631-243-3400
Does the business own or rent its facilities? Rent
4) Dun and Bradstreet number:
5) Federal I.D. Number: 11-3 266966
6) The bidder/proposer is a (check one): Sole Proprietorship Partnership Corporation Other (Describe)
7) Does this business share office space, staff, or equipment expenses with any other business? Yes No _v If Yes, please provide details:
8) Does this business control one or more other businesses? Yes No If Yes, please provide details: _
9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes No If Yes, provide details
10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes No if Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).
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FORMAL SEALED BID PROPOSAL

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes No If Yes, state date, court jurisdiction, amount of liabilities and amount of assets No If Yes,
12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes No If Yes, provide details for each such investigation
13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business
been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes No If Yes, provide details for each such investigation.
14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending? No Yes If Yes, provide details for each such charge
b) Any misdemeanor charge pending? No Yes If Yes, provide details for each such charge
c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No Yes If Yes, provide details for each such conviction
d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No Yes If Yes, provide details for each such conviction
e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No Yes If Yes, provide details for each such occurrence
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15) In the past (5) years, has this business or any of its or any sanction imposed as a result of judicial or admini- license held? No _v_ Yes; If Yes, provide d	Strative proceedings with respect to any profosologo
(6) For the past (5) tax years, has this business failed to applicable federal, state or local taxes or other assess	file any required tax returns or failed to pay any sed charges, including but not limited to water and

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

attach it to the questionnaire.

sewer charges? No ____ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and

17) Conflict of Interest:

- a) Please disclose:
 - (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.
 - (ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.
 - (iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.
- 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.

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Gregware, Daniel

From:

Hoeflinger, Mary

Sent:

Wednesday, January 20, 2016 4:18 PM

To:

Gregware, Daniel

Subject:

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Attachments:

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Follow Up Flag:

Follow up

Flag Status:

Flagged

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Supplemented response received 01/20/2016 056 (ps. 22)

	PURCHASING NASSAU STATE OF NEW YORK '
2117 0 (311	ast (6) years, has this business or any of its owners or officers, or any other affiliated business had ction imposed as a result of judicial or administrative proceedings with respect to any professional held? No _v Yes; If Yee, provide details for each such instance.
sewer cl respons	past (5) tax years, has this business falled to file any required tax returns or falled to pay any le federal, state or local taxes or other assessed charges, including but not limited to water and narges? No _v Yes If Yes, provide details for each such year. Provide a detailed to all questions checked 'YES'. If you need more space, photocopy the appropriate page and to the questionnaire
Provide a de appropriate	stalled response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire.
17) Conflict (a)	of interest: Please disclose:
u,	(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County. (ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.
	(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.
b)	Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
	we will Enquire with Contracting Agency and for County Legal (bunsel If Any ISSUE ARISE Pertaining to 17(a)(i)(ii)(iii) and will Abide By their devermination to Ensure that Conflict of Intrest would Not Exist
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OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

Attachments to Business History Form

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

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

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

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company <u>Eastport South Manor CSD</u>
Contact Person HR Ron Ryan
Address 149 Dayton Ave
City/State Hanorville, Ny 11949
Telephone 631-801-3047
Fax# 631- 874-6783
E-Mail Address

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUI	DE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
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Company Uniondate UFSB
Contact Person_ JOhn Labare
Address 933 Goodlich St
City/State Uniondale, Ny
Telephone 5/6-560-8815
Fax# 516-918-1014
E-Mail Address
company. Middle Country C5)
Company Middle Country C5D Contact Person My Frank Floring
Contact Person HV Frank Florino
Contact Person <u>Hr Frank Florino</u> Address <u>25 N. Bicycle Joseth Ste B, Selden</u> , NY 11784
Contact Person HV Frank Florino Address 35 N. BICYCLE Josh Stellen, NY 11784 City/State Selden, NY 11784
Contact Person <u>Hr Frank Florino</u> Address <u>25 N. Bicycle Joseth Ste B, Selden</u> , NY 11784

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

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

Notary Public

THERESA L. MORGAN
Notary Public State of New York
No. 01/106108504
Qualified in Suffolk County
Commission Expires April 19, 20 16

Name of submitting business:

By: Gusuma Suknap watana
Print name
Sukhapwak
Signature

President
Title

12, 10, 2015

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BIDDER SIGN HERE BIDDER TITLE

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

1.	Principal Name GUSUMO SU Chapiwatana
	Date of birth _
	Home address
	City/state/zip
	Business address GRI Grand BIVO Juite 7
	City/state/zip Deer Dork, Ny 11729
	Telephone <u>631-243-3400</u>
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable) President 65 // 0 / 95 Treasurer //
	Chairman of Board/Shareholder//
	Chief Exec. Officer// Secretary//
	Chief Financial Officer / / Partner / /
	Vice President//
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire? NO YES If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO YES If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NOYES; If Yes, provide details.
6.	Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO YES If Yes, provide details.
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OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

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.	7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:			
	a.	Been debarred by any government agency from entering into contracts with that agency? NO YES If Yes, provide details for each such instance.		
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO YES If Yes, provide details for each such instance.		
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO YES If Yes, provide details for each such instance.		
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO YES If Yes, provide details for each such instance.		
8.	Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)			
		Is there any felony charge pending against you? NOYES If Yes, provide details for each such charge.		
		Is there any misdemeanor charge pending against you? NO YES If Yes, provide details for each such charge.		
	c)	Is there any administrative charge pending against you? NO YES If Yes, provide details for each such charge.		
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO YES If Yes, provide details for each such conviction.		
	е)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO If Yes, provide details for each such conviction.		
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? NO YES If Yes, provide details for each such occurrence.		
9.	In addit been th	ion to the information provided in response to the previous questions, in the past 5 years, have you se subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or		
	ALL BIDS	MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.		
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FORMAL SEALED BID PROPOSAL

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

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

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A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND HVAC INC.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF

PURCHASING has received competitive bids #9844-11063-207 for ENVIRONMENTAL SYSTEM

SERVICES for Various Nassau County Departments as more particularly described in the bid document;

and

WHEREAS, the Director of Purchasing is representing to the Rules Committee that the firm,

HVAC INC. submitted the lowest responsible bid and meets all specifications for the product described in
the said contract as determined by the Director of the Office of Purchasing, and

WHEREAS, the Director is representing to the Rules Committee that the firm <u>HVAC INC</u>. has reached a level of spending requiring oversight by the Rules Committee as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to approve oversight of funding under a Blanket Purchase Order with <u>HVAC INC</u>.

PREPARED BY					B10	В9	OVERTIME B8	B7	PARTS B6	B5	B4	В3	B2	B1	HWBT!	OFFICE OF PURCHASING SUMMARY OF BIDS OPENED: OCTOBER 6, 2 BID NO: 9844-11063-207 REQ. NO: N/A TITLE: ENVIRONMENTA
ВҮ					EACH ADDITIONAL 1/4 HOUR 1/4 HR.	REGULAR HOURLY RATE	MINIMUM CHARGE (IF ANY)	COST PLUS	MANUFACTURER'S LIST PRICE LESS	MILEAGE (IF ANY)	TRAVEL TIME (IF ANY)	EACH ADDITIONAL 1/4 HOUR	REGULAR HOURLY RATE	MINIMUM/CALL OUT CHARGE (IF ANY)	ARTICLE	OFFICE OF PURCHASING SUMMARY OF BIDS OPENED: OCTOBER 6, 2013 AT 11 A.M. BID NO: 9844-11063-207 REQ. NO: N/A TITLE: ENVIRONMENTAL SYSTEM SERVICES
TERMS					1/4 HR.	품.	ક્ક	%	%			1/4 HR.	HR.	49	TINU	CES
NET					56.25	225.00	0.00	25%	10%	0.00	0.00	37.50	150.00	0.00	1	HVAC INC
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FORMAL SEALED BID PROPOSAL



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STATE OF NEW YORK

COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM BID NUMBER 9844-11063-207

Dated: OCT. 24, 2013

BID OPENING DATE NOVEMBER 6, 2013 11:00 A.M. E.S.T.

BUYER FRAN FISHER TELEPHONE 516-571-6679 REQUISITION NUMBER

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: ENVIRONMENTAL SYSTEM SERVICES

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

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

CASH DISCOUNT OF

PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

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

DELIVERY MADE TO
NASSAU COUNTY CORECTIONAL CENTER
CARMEN AVENUE
EAST MEADOW, NY 11554

GUARANTEED DELIVERY DATE

-30

DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER
//-3266966

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

NAME OF BIDDER HVAC INC.

ADDRESS 681 GRAND BLVD SUITE 7

CITY DEERPARK

/ STATE NY

ZIP CODE 11729

TELEPHONE (631) 243-4300

SIGNATURE OF AUTHORIZED INDIVIDUAL

GUSUMA SUKHAPIWANTAWA PRESIDENT.

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

BID TERMS AND CONDITIONS

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

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

- 18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
- 19. Billings for deliveries must be rendered on County claim forms.
- 20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
- 21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
- 22. GURANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
- (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
- (d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.
- (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
- That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
- (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
- (h) That all deliveries will not be inferior to the accepted bid sample.
- 23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
- 24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
- The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
- 26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

DISCLOSURE STATEMENT

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

Bidders Name: HVAC INC.	
Address: 681 GRAND BLVD SUI	TE 7 DEER PARK NY 11729
Telephone No: (631) 243-4300	Fax No: (631) 243-4310
State Whether: A Corporation _	A CORPORATION
Individual _	
Partnership	

GUIDELINES FOR DISCLOSURE

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

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

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

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BIDDER'S NAME:	HVAC INC.	QUALIFICATION ST	AICMENT	
ADDRESS: 681	GRAND BLVD SU	JITE 7 DEER PARK	NY	·
1. STATE WHETHE	R: CORPORATION	X IN	DIVIDUAL P	PARTNERSHIP
DOCCTOUNT	ION OR PARTNERSHII GUSUMA SUKHAF		DRESS(S) OF OFFICER(S) OR	MEMBER(S)
VICE PRESIDENT	Γ			
SECRETARY				
TREASURER				
3. HAVE YOU FILE IF SO WHEN?	D A QUALIFICATION S	STATEMENT WITH THE	COUNTY OF NASSAU? YE	ES
4. HOW MANY YEA	ARS HAS YOUR ORGAN	NIZATION BEEN IN BUS	NESS UNDER YOUR PRESENT	NAME? 35
5. HAVE YOU, OR IF SO, WHERE	YOUR FIRM, EVER FA: AND WHY?	ILED TO COMPLETE ANY	/ WORK AWARDED TO YOU?	NO
6. IN WHAT OTHE	R LINES OF BUSINESS	S ARE YOU OR YOUR FII	RM INTERESTED? NON	E
7. WHAT IS THE E	EXPERIENCE OF THE P	RINCIPAL INDIVIDUALS	OF YOUR ORGANIZATION RE	ELATING TO THE SUBJECT
INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
G. SUKHAPIW	'ATANA MGF	35	HVAC	FOREMAN
8. IN WHAT MANN	NER HAVE YOU INSPE	CTED THIS PROPOSED V	WORK? EXPLAIN IN DETAIL	
HOLD CON	ITRACT FOR PRE	VIOUS YEAR		
WE HAVE	E SERVICED BLD	G		
ALL DIDGMICT P	PE E O B DESTINATION	AND INCHINE DELIVEDY	/ITHIN DOORS UNLESS OTHERW	ISE SPECIFIED
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FORMAL SEALED BID PROPOSAL 9844-11063-207

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION
JAMES GERARDI C.O.O.
10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE, REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.
NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.
1. REFERENCE'S NAME: WESTBURY CSD
ADDRESS: 2 HITCHCOCK LANE OLD WESTBURY NY
TELEPHONE:(516) 876-5703 CONTACT PERSON _MIKE BATKIEWICZ CONTRACT DATE: ON GOING
2. REFERENCE'S NAME: JOHNSON CONTROLS
ADDRESS: 66 AERIAL WAY SYOSSET NY
TELEPHONE: (516) 822-0490 CONTACT PERSON DAN HAFFEL CONTRACT DATE: ON GOING
3. REFERENCE'S NAME: WEST ISLIP UFSD
ADDRESS: CORNER OF BEACH AND SHERMAN AVE WEST ISLIP NY
TELEPHONE: (631) 893-3250 CONTACT PERSON J. BOSSE CONTRACT DATE: ON GOING
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FORMAL SEALED BID PROPOSAL 9844-11063-207

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

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Appendix EE

EQUAL EMPLOYMENT OPPORTUNTIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
 - (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - (d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.
 - (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
 - (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
 - (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
 - (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Check list may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
 - (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
 - (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

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FORMAL SEALED BID PROPOSAL 9844-11063-207

- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (I) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
 - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
- (m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation...

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition,

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FORMAL SEALED BID PROPOSAL 9844-11063-207

construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

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INDEMNIFICATION:

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

DEFINITIONS:

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

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

IMPORTANT

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

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under Blanket Orders.

INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing an ENVIRONMENTAL SYSTEMS service for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

AWARD: Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

PERIOD COVERED: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum

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FORMAL SEALED BID PROPOSAL 9844-11063-207

period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

PAYMENT IN DETAIL: Billing shall be rendered in detail, listing parts and materials used, their prices and labor shown in hours and extended rates.

PAYMENT: A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.

If a claim voucher is not being submitted, the following certification MUST appear on the invoice:

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

Claimant Name	Date
By Signature	Title
AIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPL	ETED WILL BE RETURNED TO YOU UNPAID

Vendors may download claim form NIFS560 at the following URL:

http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate Items awarded.

METHOD OF BIDDING: Please submit unit price in the appropriate column.

ADDITIONAL BIDS: The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

PARTICIPATION BY POLITICAL SUBDIVISIONS: The successful vendor agrees that all political subdivisions of New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases hereunder.

TAX PROVISION: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

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FORMAL SEALED BID PROPOSAL 9844-11063-207

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

FIRM PRICES Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase in not granted when requested, the Contractor may elect to continue at the bid prices or given written notice of termination, upon receipt of which the Blanket Purchase Order will be re-bid.

TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

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NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

- [1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- [2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- [3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

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Title	PRESIDENT
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	Title:

GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices <u>MUST</u> be inserted with <u>TYPEWRITER OR INK</u>. Entries with <u>WHITE OUT</u>, <u>CROSS-OUTS OR LIFT-OFF TAPE</u> <u>MUST</u> BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when place in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 State Exemption Number: EX 7213062C

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement MUST BE COMPLETED and submitted with bid. See page 4 for further details

ALL BIDS MUST BE F.C	D.B. DESTINATION AND INCLUDE DELIVERY WITHIN DO	ORS UNLESS OTHERWISE SPECIFIED.
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FORMAL SEALED BID PROPOSAL 9844-11063-207

DISCLAIMER

Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

NEW YORK STATE PRICES: Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

EVALUATION:

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he his bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

NON PERFORMANCE

The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event

ALL BIDS MUST BE F.O.	B/DESTINATION AND INCLUDE DELIVERY WITHIN DOOR	RS UNLESS OTHERWISE SPECIFIED.
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FORMAL SEALED BID PROPOSAL 9844-11063-207

the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

ACCESS CLAUSE: Contractor, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the County of Nassau. Such books and records shall at all times be available for audit and inspection by the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health and Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

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

Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

NY STATE LABOR LAW

If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

- a. "Public Works" and "Building Services" Definitions
- i. Public Works Labor Law Article 8 applies to county contracts for public improvements in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts).
- ii. Building Services Labor Law Article 9 applies to Contracts for building service work with the county, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.
- b. Prevailing Wage Rate Applicable to Bid Submissions A *copy of the applicable prevailing wage rates to be paid or provided are annexed* to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts.

ALL BIDS MUST BE F.O	DESTINATION AND INCLUDE DELIVERY WITHIN DOOR	RS UNLESS OTHERWISE SPECIFIED.
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FORMAL SEALED BID PROPOSAL 9844-11063-207

- c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.
- d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:
- i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.
- ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.
- iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.
- iv. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

If this contract is for Building Service Work as defined in Article 9 of the Labor Law, State law prohibits other political subdivisions and districts within the County from making purchases pursuant to this agreement.

PRE BID SITE VISITS: The prospective suppliers, when bidding, represents and warrants that he has visited and knows the site(s) or premise(s) upon which the work, as described in these bid specifications, is to be performed hereunder and that he has informed himself of all existing conditions affecting the work and as to the work of other coming in conjunction with his work. Failure of the bidder to thoroughly acquaint himself with the site and local conditions shall not relieve him of his responsibility, and shall not entitle him to any claim for extras. Bidders may call Keith Sather at 516-572-3810 to arrange for an appointment to visit the site.

PARTS:

Charges for parts used to complete work under this contract are required to be itemized on invoices and may be summarized on claims. The part thus billed should be identified by manufacturer and manufacturer's part number. Such charges for parts will be as enumerated in the PRICING SCHEDULE section and all instructions must be complied with in order to receive payment.

In any event, THIS CONTRACT MAY NOT BE USED TO PURCHASE PARTS ONLY

Vendor agrees, if requested, to provide the User Agency, the County Comptroller, or authorized representative of the Office of Purchasing with copies of such manufacturer's list prices.

The Cost Plus rate will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

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FORMAL SEALED BID PROPOSAL 9844-11063-207

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Bidders (Contractors) are hereby advised that to insure and facilitate payment, the following information must accompany the contractor's claim:

Time sheet signed by authorized County personnel. Time sheets shall show travel time, if any, time of arrival, time of departure and hours worked.

Details of parts used

If parts used are regularly carried in stock and manufacturer's price lists are used to price repair invoices, the contractor should furnish a copy of the price list to the Office of Purchasing. If parts are purchased to complete the repair, photocopies of the invoices must be furnished with the claim. Compliance with the above is necessary in order to expedite payment.

Specifications

Contractor to perform environmental services for the Honeywell Graphic Central Environmental Control System located throughout NC Correctional Center. Additionally, pneumatic temperature control services shall be performed, as requested.

All service requests shall be responded to within Four (4) hours unless emergency service is specified. Contractor must be available to perform services as needed 24 hours a day, 7 days a week.

Contractor to provide additional training services onsite and training for all software upgrades & revisions for the Graphic Central System.

B1) MINIMUM/CALL OUT CHARGE (IF ANY) (INCLU		\$ 0
B2) REGULAR HOURLY RATE	at \$	150.00/hr.
B3) EACH ADDITIONAL QUARTER HOUR	at \$3	7.50 /4 hr.
B4) TRAVEL TIME (IF ANY)	0	
B5) MILEAGE (IF ANY)	0	
PARTS:		
B6) MANUFACTURER'S LIST PRICE (MLP) LESS	-10%	
B7) COST PLUS %	+25%	Q 6
Vendor agrees, if requested, to provide the authorized representative of the Purchasine	e user department, g Department with	the County Comptrol copies of such manuf
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELI	IVERY WITHIN DOORS UN	LESS OTHERWISE SPECIFIED.

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FORMAL SEALED BID PROPOSAL 9844-11063-207

list price. The cost plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

WARRANTY PERIOD: On Service, Repair Render	red
PARTS: AS/MFG	days
LABOR: 90	_ days
OVERTIME RATES: All other times (after 5: or any time on Saturday or Sunday.	:00 PM or before 9:00 AM Monday through Friday,
B8) MINIMUM CHARGE (IF ANY)	\$
B9) REGULAR HOURLY RATE	at \$ 225.00 /hr.
B10) EACH ADDITIONAL QUARTER HOUR	at\$ 56.25 / ¼ hr.
RESPONSE TIME	4 HRS

FORMAL BID RECOMMENDATION

DATE:				
TO: BUYER:	GROUP:		FROM: ADMINISTRAT	<u>10N</u>
DI EASE DEVIEW ATT	ACHED BID RESULT. NOTE YO VSMITTAL SHEET TOGETHER V	UR RECO WITH BID I	MMENDATION FOR AW. FILE. RETAIN REQUISIT	ARD. ION.
1/ / 12			Bid Result	sults
Date: 11/6/13		All	HVAC In) C .
To: Supervisor	From: Buyer			-
Cattached summary is sho	ards in accordance with the wn in column at right. The than low bidder is indicated - La L L Buyer			
Date:				
To: Director	From: Supervisor			
The state of the s				
Concur	Disagree (See Reverse)			
, ,	Supervisor			
Date: 4 /6/13				·····-
To: Buyer Approve	From: Director ed for Award			
Hold av	vard pending discussion			
Subject	to Legislature Approval			

DPS-B021 PR-1491.3/72 Rav.3/01

BLANKET PURCHASE ORDER

BPO ID: BPNC13000320 PRINT DATE: 01/06/2016 PAGE: 01 TO CONTRACTOR: 113266966 HVAC INC. 681 GRAND BLVD SUITE #7 DEER PARK NY 11729-SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS PLEASE REFER ALL QUESTIONS CONCERNING THIS ORDER TO: FISHER, FRANCES XT 16679 (516) 571-6679 TTR TD F.O.B. POINT EXPIRATION DATE EFFECTIVE DATE DISCOUNT TERMS DESTINATION 12/31/2016 01/01/14 0% NET 30 TERMS: *************** TITLE: ENVIRONMENTAL SYSTEM SERVICES ****************** AUTHORITY: AWARDED UNDER S/B # 9844-11063-207 AFTER PUBLISHED NOTICE ****************** REPLACES BPN100000439 **************** BUYER: FRAN FISHER ITEM COMMODITY ID MAX QUANTITY U/M 910-36 EA 150.0000 HEATING, A/C, VENTILATION M/R LABOR BETWEEN THE HOURS OF 9:00 AM AND 5:00 PM MON THRU FRIDAY: REGULAR HOURLY RATE MINIMUM CHARGE-----0 TRAVEL TIME/ MILEAGE: NONE

BLANKET PURCHASE ORDER

		PRINT DATE: 01/06/20		PAGE: (
ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
2	910-36 HEATING, A/C, VE	ENTILATION M/R	EA	37.5000
		EEN THE HOURS OF 9:00	AM AND 5:00 PM MON T	PHRU FRIDAY:
3	910-36 HEATING, A/C, VE	NTILATION M/R	EA	225.0000
	ANY TIME ON REGULAR HR	LL OTHER TIMES AFTER SAT OR SUN). RATE RGE		MON THRU FRI, OR
4	910-36 HEATING, A/C, VE		EA	56.2500
_		ONAL 1/4 HR		
5	910~36 HEATING, A/C, VE	NTILATION M/R	EA	.0001
	COST PLUS%-	R'S LIST PRICE {MLP}	25%	
RMS:				
	HONEYWELL GOTTHROUGHOUT IT VICES SHALL TO WITHIN 4 ***********************************		NMENTAL CONTROL SYST NEUMATIC TEMPERATURE JESTED. ALL SERVICE SERVICE IS SPECIFIE ***********************************	EM LOCATED CONTROL SER- SHALL BE RESPONDED .**********************************

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The County of Nassau (hereinafter called the County) represented by the Director, Office of Purchasing (hereinafter called the Director), and the individual, partnership, joint venture or corporation named above (hereinafter called the contractor) mutually agree to perform this contract in strict accordance with the general provisions attached hereto and the specifications, terms and conditions contained here-

> AUTHORITY: AWARDED UNDER SEALED BID # 9844-11063-207 AFTER PUBLISHED notice.

WORK TO BE PERFORMED FOR: NC CORRECTIONS CENTER

CARMAN AVE

E MEADOW NY 11554

CONTACT: KEITH SATHER @ 516 572-3810

PERIOD COVERED: SHALL BE FOR ONE (1) YEAR FROM THE EFFECTIVE DATE WITH AN OPTION BY THE COUNTY OF NASSAU TO EXTEND THE BLANKET PURCHASE ORDER UP TO AN ADDITIONAL FOUR (4) YEAR(s), AT UP TO ONE (1) YEAR OPTIONS. HOWEVER, THE TERMINATION OF THIS CONTRACT MAY BE FURTHER EXTENDED UP TO TWO (2) MONTHS BEYOND THE TERMINATION DATE STATED

THE MAXIMUM PERIOD OF THIS CONTRACT WITH OPTIONS RENEWED SHALL BE FIVE YEARS, AND, IF THE FURTHER EXTENSION IS APPLIED, UP TO FIVE (5) YEARS AND TWO (2) MONTHS.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

TERMINATION: THE COUNTY RESERVES THE RIGHT TO CANCEL THIS BLANKET PURCHASE ORDER BY GIVING NOT LESS THAN THIRTY (30) DAYS WRITTEN NOTICE THAT, ON OR AFTER A DATE THEREIN SPECIFIED, THE CONFRACT SHALL BE DEEMED TERMINATED AND CANCELLED.

ALL PRICES, TERMS AND CONDITIONS OF THE AFOREMENTIONED BID SHALL APPLY TO THIS CONTRACT AND ANY AMENDMENTS THERETO.

PAYMENT: A CERTIFIED INVOICE, OR A COUNTY CLAIM FORM TO WHICH THE INVOICE IS ATTACHED, SHALL BE SUBMITTED IN ARREARS, DIRECTLY TO THE USING AGENCY, SUPPORTED BY VOUCHERS SIGNED BY AGENCY PERSONNEL ATTESTING TO THE SATISFACTORY COMPLETION OF THE REQUIRED SERVICES AS SPECIFIED.

* * * * * * * * * * * * VENDOR CLAIM CERTIFICATION * * * * * * * * * * * * << CONTINUED, NEXT PAGE >>

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION MUST APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH THE REFERENCED PURCHASE ORDER, DELIVERY ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

CLAIMANT NAME

DATE

BY (SIGNATURE)

TITLE

*** CLAIM VOUCHERS OR CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL** *** BE RETURNED TO YOU UNPAID. *************************

.......

BILLING SHALL BE RENDERED ON CERTIFIED INVOICE OR COUNTY CLAIM FORM IN DETAIL, LISTING PARTS AND MATERIALS USED, THEIR PRICES, AND LABOR SHOWN IN HOURS AND EXTENDED RATES

PRICES: Shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or materials costs may be considered, provided they are based on certified labor contracts, uncontrollable material costs which can be verified in national publications, or other increases auditable by the County. The burden of proof for such increases shall be upon the contractor and shall be formally directed TO THE PURCHASING DIR. THE DECISION AS TO WHETHER OR NOT SUCH INCREASES WILL BE GRANTED SHALL BE MADE BY THE PURCHASING DIRECTOR & shall be final. In the event an increase is not granted when requested, the contractor may elect to continue at the bid prices or give written notice of termination, upon receipt of which the Blanket Purchase Order will be rebid.

INSURANCE AND WORKERS COMPENSATION:

1. The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of this contract, a policy of comprehensive and general liability insurance on which vendor and County are each named insureds, including, but not limited to, the torts and

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negligence of vendor's personnel, with a combine single limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence, all at vendor's sole cost and expense.

- 2. The vendor shall comply with all provisions of the Worker's Compensation Law, and shall furnish a certificate showing evidence of current coverage.
- 3. All insurance coverage as stipulated herein shall be subject to the approval of the Division of Real Estate and Insurance of the
- 4. INSURANCE POLICIES OF ANY KIND ARE ACCEPTABLE FROM AETNA INsurance Company or its affiliates.
- 5. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY BE CAUSE FOR CANCEL-LATION OF THE BLANKET PURCHASE ORDER.

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 & local statutory constitutional anti-discrimination provisions. In addition, Local Law No.14-2002, entitled "Participation by, Minority Group Members & Women in Nassau County Contracts", governs all County Contracts as defined by such title & solicitations for bids or proposals for County Contracts. In accordance with Local Law No.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 & 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 << CONTINUED, NEXT PAGE >>

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/WBE's") as defined in Section 101 of Local Law No.14-2002 including the granting of Subcontracts.
- (e) The contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBE's 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 Publics Works when made. A copy of the utilization plan and 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 << CONTINUED, NEXT PAGE >>

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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 Contractors fulfillment of Best Efforts to obtain participation by Certified M/WRE's.
- (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 is considered breach of the County Contract.
- (1) The Contractor shall be bound by the provisions of Section 109 of Local Law No.14-2002 providing for the 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 impositions 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, impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, << CONTINUED, NEXT PAGE >>

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 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 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 following term meanings shall apply: "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. "County Contract" shall mean (i)a written agreement or purchase << CONTINUED, NEXT PAGE >>

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 any other securities.

"County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, notfor-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) 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.

"County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

"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 the 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 time frame of the County Contract. f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

"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 (1) of these rules.

"Subcontract" shall mean an agreement consisting of part or << CONTINUED, NEXT PAGE >>

parts of the contracted work of the County Contractor.

"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. ACCESS CLAUSE: IF ANY PROVISION OF SECTION 952 OF THE OMNIBUS RECONCILIATION ACT OF 1980 (PL-96-499) IS FOUND BY A BODY OF COMPETENT JURISDICTION TO BE APPLICABLE TO THIS CONTRACT, THE CONTRACTOR AGREES THAT IT WILL MAKE AVAILABLE UPON WRITTEN REQUEST BY THE SECRETARY OF HEALTH & HUMAN SERVICES, OR BY THE CONTROLLER GENERAL OF THE GENERAL ACCOUNTING OFFICE, OR ANY OF THEIR DULY AUTHORIZED REPRESENTATIVES, A COPY OF THIS CONTRACT AND ANY EXECUTED AMENDMENTS THERETO, DOCUMENTS WHICH RELATE TO THE CALCULATION OF THE CHARGES STATED IN THE CONTRACT AND COPIES OF SERVICE REPORTS DOCUMENTING SERVICES PERFORMED. SUCH RECORDS WILL BE AVAILABLE IN ACCORDANCE WITH THE ABOVE FOR THE PERIOD OF SIX (6) YEARS AFTER THE FURNISHING OF ANY OF THE SERVICES DESCRIBED IN THIS CONTRACT.

INDEMNIFICATION

Contractor agrees to indemnify and hold harmless County, its agents, officers and employees from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of << CONTINUED, NEXT PAGE >>

AGE:

a loss that is caused by the negligence of the County, and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

INSURANCE COVERAGE: Evidence of Liability and Workman's Compensation coverage is an integral part of this contract, and such evidence is to be sent within Ten (10) business days after the receipt of this Blanket Purchase Order/Purchase Order to this Office to the attention of:

ATTN: FRAN FISHER (BPNC13000320) Nassau County Office of Purchasing ONE WEST STREET MINEOLA, NY 11501

Forms such as the ACCORD 25-S or the U-26.3 must list the Blanket or Purchase Order Number and the buyers name>

PARTICIPATION BY COUNTY DEPARTMENTS IN THIS BLANKET ORDER SHALL BE ACCOMPLISHED BY A DELIVERY ORDER (FORM ADPICS GS D/O). THE DELIVERY ORDER IS PREPARED BY USING THE ADPICS 2360 SCREEN. AFTER RECEIVING ALL THE REQUIRED ELECTRONIC APPROVALS, THE DELIVERY ORDER WILL BE PRINTED, SIGNED BY THE AGENCY HEAD, AND MAILED TO THE VENDOR.

PARTICIPATION BY POLITICAL SUBDIVISIONS:

The successful bidder agrees that all political subdivisions of New York State, and all other entities authorized by law to make such purchases, may participate in any award under this bid. These entities shall accept full responsibility for any payments due the successful bidder for their purchases hereunder.

GENERAL CONDITIONS (REPAIRS):

ALL REPAIRS TO BE MADE IN ACCORDANCE WITH "OSHA" SAFETY REQUIREMENTS. CONTRACTOR WILL FURNISH ALL LABOR, MATERIALS, TRANSPORTATION, TOOLS, INSTRUMENTATION, PARTS AND ACCESSORIES NECESSARY TO REPAIR AND RESTORE THE EQUIPMENT TO OPTIMUM OPERATING CONDITION.

ALL CONTRACTOR PERSONNEL ASSIGNED TO ANY REQUIREMENT OF A CONTRACT << CONTINUED, NEXT PAGE >>

ESTABLISHED MUST BE FULLY QUALIFIED AND COGNIZANT OF THE REQUIRED AND APPLICABLE ELECTRICAL CODES AND SAFETY REQUIREMENTS, AND MUST ADHERE TO THEM.

ALL PARTS SUPPLIED MUST MATCH AND INTERMEMBER WITH THE DESIGNATED EQUIPMENT, AND MUST BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE MANUFACTURER OF THE PART TO BE REPLACED.

EXCEPT AS OTHERWISE SPECIFIED, ALL CONTRACT REQUIREMENTS WILL BE PERFORMED AT THE SITE AS REQUIRED.

ANY REQUIREMENT TO REMOVE ANY PART OF THE EQUIPMENT OR SYSTEM(S) TO CONTRACTOR'S SHOP, MUST BE APPROVED BY AN AUTHORIZED AGENCY REPRESENTATIVE. NASSAU COUNTY SHALL SUPPLY ALL UTILITIES WHICH ARE AVAILABLE ON LOCATION INSOFAR AS COMPATIBILITY REQUIREMENTS PERMIT. ALL REQUIREMENTS PERFORMED BY THE CONTRACTOR WILL BE SUBJECT TO INSPECTION AND APPROVAL BY AN AUTHORIZED DESIGNATED REPRESENTATIVE OF THE USING AGENCY.

EMPLOYEES OF THE CONTRACTOR WHILE ON SERVICE CALL SHALL CARRY IDENTIFICATION BADGE OR CARD AND SHALL BE INSTRUCTED TO SUBMIT SAME TO SCRUTINY UPON REQUEST OF SECURITY OR SUPERVISORY PERSONNEL OF MASSAU COUNTY.

THIS BLANKET PURCHASE ORDER ESTABLISHES TERMS AND CONDITIONS PURSUANT TO WHICH CERTAIN MATERIALS AND/OR SERVICES ARE TO BE SUPPLIED OR PERFORMED, FROM TIME TO TIME, FOR A SPECIFIED PERIOD UPON ISSUANCE BY THE COUNTY OF DELIVERY ORDERS. THIS BLANKET PURCHASE ORDER IS NON-EXCLUSIVE AND THE COUNTY IS NOT BOUND TO PURCHASE, AND NO MATERIALS ARE TO BE DELIVERED OR SERVICES PERFORMED WITHOUT A DELIVERY ORDER. THE COUNTY SHALL BE UNDER NO OBLIGATION WHATSOEVER TO ISSUE SUCH DELIVERY ORDERS. THIS BLANKET PURCHASE ORDER SHALL NOT APPLY IN ANY WAY TO ITEMS OF MATERIAL OR SERVICE DEEMED BY THE COUNTY IN ITS SOLE DISCRETION TO BE EXTRAORDINARY OR INVOLVE ANY SPECIAL CONDITIONS, QUANTITIES, CIRCUMSTANCES OR COMPLEXITIES.

THE CONTRACTOR AGREES THAT IN THE EVENT ANY OF THE SERVICES PROVIDED FOR UNDER THE TERMS OF THIS CONTRACT SHOULD IN ANY WAY BE OMITTED OR UNSATISFACTORILY FERFORMED BY THE CONTRACTOR AND/OR HIS EMPLOYEES, THE COUNTY SHALL SO NOTIFY THE CONTRACTOR VERBALLY AND FOLLOW WITH A WRITTEN NOTIFICATION OF THE DEFICIENT SERVICES FOR IMMEDIATE CORRECTION. IN THE EVENT THE CONTRACTOR DOES NOT CORRECT THE DEFICIENT SERVICES AFTER RECEIPT OF WRITTEN NOTIFICATION, THE NASSAU COUNTY DEPARTMENT CONCERNED WILL DEDUCT A PERCENTAGE BASED ON << CONTINUED, NEXT PAGE >>

PAGE: 14

THE WORK NOT PERFORMED OR PERFORMED UNSATISFACTORILY FROM THE CONTRACTOR'S CLAIM FOR THE PERIOD COVERED. IF THE CONTRACTOR CONTINUES TO OMIT OR UNSATISFACTORILY PERFORM THE REQUIRED SERVICES, THE COUNTY WILL ARRANGE FOR THE WORK TO BE DONE BY ANOTHER CONTRACTOR AND THE COST OF SUCH WORK SHALL BE DEDUCTED FROM ANY MONIES DUE OR THAT MAY BECOME DUE TO THE CONTRACTOR.

PARTS:

Charges for parts used to complete work under this contract are required to be itemized on invoices and may be summarized on claims. The part thus billed should be identified by manufacturer and manufacturer's part number. Such charges for parts will be as enumerated in the PRICING SCHEDULE section above, and all instructions must be complied with in order to receive payment.

In any event, THIS CONTRACT MAY NOT BE USED TO FURCHASE PARTS ONLY Vendor agrees, if requested, to provide the User Agency, the County Comptroller, or authorized representative of the Office of Purchasing with copies of such manufacturer's list prices.

The Cost Plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanies by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

BIDDERS (CONTRACTORS) ARE HEREBY ADVISED THAT TO INSURE AND FACILITATE PAYMENT, THE FOLLOWING INFORMATION MUST ACCOMPANY THE CONTRACTOR'S CLAIM:

- 1. TIME SHEET SIGNED BY AUTHORIZED COUNTY PERSONNEL. TIME SHEETS SHALL SHOW TRAVEL TIME, IF ANY, TIME OF ARRIVAL, TIME OF DEPARTURE AND HOURS WORKED.
- 2. DETAILS OF PARTS USED:

IF PARTS USED ARE REGULARLY CARRIED IN STOCK AND MANUFACTURER'S PRICE LISTS ARE USED TO PRICE REPAIR INVOICES, THE CONTRACTOR SHOULD FURNISH A COPY OF THE PRICE LIST TO THE OFFICE OF PURCHASING. IF PARTS ARE PURCHASED TO COMPLETE THE REPAIR, PHOTOCOPIES OF THE INVOICES MUST BE FURNISHED WITH THE CLAIM. COMPLIANCE WITH THE ABOVE IS NECESSARY IN ORDER TO EXPEDITE PAYMENT.

THIS BLANKET OR PURCHASE ORDER IS SUBJECT TO THE PROVISIONS OF THE NEW YORK STATE LABOR LAW AND THE CONTRACTOR WILL PAY THE PREVAILING << CONTINUED, NEXT PAGE >>

PRINT DATE: 01/06/2016

PAGE: 15

WAGE RATE AS PUBLISHED BY THE NEW YORK STATE DEPARTMENT OF LABOR (SEE ATTACHED). PRC #2013009001 NASSAU COUNTY, 54 PAGES.

Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

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

- THIS BLANKET ORDER IS EXTENDED TO 12/31/2015 PER CONC14002045.
- 2) Insurance Coverage: Evidence of liability and Workman's Compensation coverage is an integral part of this contract, and is to be sent within ten (10) business days after the receipt of this Blanket Order to this office:

ATTN: FRAN FISHER (BPNC13000320)

Nassau County Office of Purchasing

1 West Street

North Entrance

Mineola, NY 11501

Evidence such as Form ACCORD 25-S or U-26.3 must list the Blanket Order Number and the Buyers name.

3) All other prices, terms and conditions remain the same. REFERENCE: PERIOD COVERED CLAUSE, PAGE 3, AND VENDOR'S LETTER OF 10/31/2014 FROM TRACEY TREGLIA.

CONC15002451 AUTHORIZES THE EXTENSION OF B/O #BPNC13000320 TO 12/31/2016 PER VENDOR LETTER DATED 12/14/2015 SIGNED BY JAMES GERARDI, CHIEF OPERATION OFFICER

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.



B04-16

Nassau County Department of Public Works

Staff Summary

| Subject: Cedar Creek Chemical Reduction Project | | | |
|---|--|--|--|
| 3340 Merrick Road, Wantagh, NY 11793 | | | |
| Department: Public Works | | | |
| | | | |
| Department Head Name | | | |
| Shila Shah-Gavnoudias, Commissioner | | | |
| Department Head Signature | | | |
| Vand III led | | | |
| prin 100000 | | | |
| Project Manager Name: Joseph N. Walker | | | |
| Phone Number: (516) 571-7512 | | | |

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

| Date: January 15, 2 | 2016 | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | |
|--|------|--|--|
| Vendor Name: R.J. Industries, Inc. | | | |
| Contract Number: S35114-10G | | | |
| Personal Services Blanket Res Calendar
Bid _√_ Rules Comm | | | |
| Contract Manager 1 Phone Number: (51 | | alker | |

| Internal Approvals | | | | |
|--------------------|-------------|--------------|-----------------|--|
| Date & Init. | Approval | Date &/Init. | Approval | |
| 10 1/20 | Dept. Head | 1/95/16 9 | Counsel to C.E. | |
| RS 1/2/16 | Budget | 0125/21685 | County Atty. | |
| Ch-115/16 | Deputy C.E. | 1 | County Exec. | |

Narrative

Purpose:

General Construction contract S35114-10G for the Cedar Creek on-site sodium hypochlorite generation facility. Completion of the generation facility will result in cost savings when compared to bulk chemical delivery and storage. This greenfield project consists of a pre-engineered metal building with process tanks, equipment and connections to existing plant utilities.

Discussion:

A total of three (3) firms bid. The contract was publicly bid in accordance with General Municipal Law 103. R.J. Industries, Inc. was the lowest responsible bidder with a base bid in the amount of \$12,627,700.00.

Impact on Funding:

The contract provides for the expenditure of \$12,627,700.00. Bids were opened on December 8, 2015. The lowest responsible bidder, R.J. Industries, Inc. has provided the County with a bid proposal which meets the Departments requirements. Funds for this contract are available in Capital Project No. S35114.

Recommendation:

The Department recommends this contract be approved as submitted.

MIN JAN 25 P 2: 24

RECEIVED RECEIVED BLERK OF THE LEGISLATURE



Nassau County Interim Finance Authority

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

| 1. Vendor: | R.J. Industries, Inc. | | | |
|--|---|---------------------------------------|-----------------|----------------|
| 2. Dollar amount requiring NIFA approval: \$\frac{12,627,700}{\frac{1}{2}} | | | | |
| Amount to be encur | nbered: \$ 12,627,700 | 1/1/16 | | |
| This is a | nbered: \$ 12,627,700 New Contract Advisement | Amendment | | |
| If advisement - NIFA only | t should be full amount of contract
y needs to review if it is increasing fund
should be full amount of amendment of | ds above the amount prev | viously approve | d by NIFA |
| 3. Contract Term: | 630 Calendar Days | | | |
| Has work or services on this contract commenced? Yes ✓ No | | | | |
| If yes, please explain: | | | | |
| 4. Funding Source: | | | | <u>-</u> |
| General Fund (GI Capital Improven Other | EN) Grant I
nent Fund (CAP) | Fund (GRT) Federal % State % County % | | |
| Is the cash available for th | e full amount of the contract? | Yes | / _{No} | |
| If not, will it require a | future borrowing? | | No | |
| Has the County Legislature approved the borrowing? Yes No N/A | | | | |
| Has NIFA approved the borrowing for this contract? Yes No N/A | | | | |
| 5. Provide a brief descr | ription (4 to 5 sentences) of the it | em for which this app | oroval is requ | ested: |
| the generation facility wil | ntract S35114-10G for the Cedar Creek on-
I result in cost savings when compared to b
stred metal building with process tanks, equi | Ulk chemical delivery and st | orego This oreg | nfield project |
| 6. Has the item reques | sted herein followed all proper pr | ocedures and thereb | y approved b | y the: |
| Nassau County Attorne
Nassau County Commi | ey as to form Yes ttee and/or Legislature Yes | No N | //A
//A | |
| Date of approval(s) | and citation to the resolution wh | ere approval for this | item was pro | vided: |
| | | | | |
| 7. Identify all contracts | (with dollar amounts) with this | or an affiliated party | within the pr | ior 12 months: |
| Exceeds | | | | |

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.

| Posen | n Baller | 1/25/16 |
|--|--|--|
| Signature | Title | Date |
| Print Name | | |
| | COMPTROLLER' | S OFFICE |
| To the best of my know
conformance with the
Multi-Year Financial F | Nassau County Approved Budget a | formation listed is true and accurate and is in and not in conflict with the Nassau County |
| Regarding funding, ple | ease check the correct response: | |
| I certify that the | e funds are available to be encumb | ered pending NIFA approval of this contract. |
| | oonding for this contract has been app | proved by NIFA.
But the project requires NIFA bonding authorization |
| Signature | Title | Date |
| Print Name | | |
| | NIFA | |
| Amount being approve | ed by NIFA: | |
| Signature | Title | Date |
| Print Name | | |

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

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

NIFA reserves the right to request additional information as needed.

RO -2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND R.J. INDUSTRIES, INC.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

["Department"] has received competitive bids for contract \$35114-10G, ENERGY

EFFICIENCY CHEMICAL REDUCTION PROJECT – CEDAR CREEK WPCP

["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of R.J. INDUSTRIES, INC.

["Vendor"] has submitted the lowest responsible bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the funding for this contract is from capital funds approved by the Nassau County Legislature and included in the current four year capital plan, and

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be \$ 12,627,700 now therefore be it

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.

COUNTY OF NASSAU Inter-Departmental Memo

TO:

Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

FROM:

Department of Public Works

DATE:

January 20, 2016

SUBJECT: RECOMMENDATION OF AWARD

Contract No: S35114-10G

Title:

CONTRACT S35114-10G - ENERGY EFFICIENCY CHEMICAL REDUCTION

PROJECT - CEDAR CREEK WPCP

Bids received on: December 8, 2015

I have examined the bids submitted for the contract mentioned above. Finding them to be in order, I recommend this contract be awarded to R.J. Industries, Inc., as the lowest responsible bidder with a total bid amount of \$12,627,700.00 In order to facilitate processing of the above referenced contract, I request that the attached "Request to Initiate" form be approved.

Shila Shah-Gavnoudias

Town Mily

Commissioner

SSG:KGA:jh



REQUEST TO INITIATE

RTI Number 150402

| REQUEST FOR QUAL | IFICATIONS/RE | QUEST FOI | R PROPOSA | AL/REQUES | T FOR BID CONTRACT |
|---|---|----------------------------------|----------------------------------|--|---|
| PART I: Approval by the Deput | ty County Executive for | Operations must | be obtained price
In-House or | or to <u>ANY</u> RFQ/R
Requirements | FP/RFBC
Work Order |
| Project Title: <u>835114-013C</u> | Glen Cove WPCP - P | reliminary Trea | itment Improve | ments | |
| Department: Public Works | Project Manager: Tho | mas A. Immers | 10 Da | ate: <u>December</u> | 2, 2015 |
| Service Requested: Design o | f the Glen Cove Prelin | ninary Treatmen | | | |
| Justification: Mechanical bar critical components of the G | screens, screw conve | yor, influent pu | imps, grit rem | oval, motors an | d ancillary piping and controls are
Replacing the worn and obsolete
tructure and reduce operating and |
| Requested by: Department of | Public Works/Water | | Engineering U | nit | |
| Project Cost for this Phase/Co | ntract: (Plan Design) | | M/Equipment) | | |
| Total Project Cost: \$ 5,990,3° Includes, design, construction and CM | 75 | Date Start '
Phase being requ | Work: <u>12/18/1;</u>
rested | | ation: 36 months (Design) ing requested |
| Capital Funding Approval: | YES NO [| Zn. | ATURE | U | DATE |
| Funding Allocation (Capited P
See Attached Sheet if multiyear | goject): 5 | 3114 | | | |
| NIFS Entered : SIGNATURE | DATE | T AII | M Entered: _ | KAngu | LU 12/15/15 DATE |
| Funding Code: 35112 | 013 | Tin | nesheet Code:_ | 35114 0 | limoshcets |
| State Environmental Quality F Type II Action or, Enviro Supple | deview Act (SEQRA):
nmental Assessment I
emental Environmenta | Form Required | | | |
| Department Head Approval: | YES N | 40 🗆 | il e | SIGNA | NTURE 7 |
| DCE/Ops Approval: | YES 🗆 🗈 | 40 🗖 | | SIGNA | TURE |
| PART II: To be submitted to Chi | of Deputy County Exceu | tive after Qualif | ications/Proposa | ls/Contracts are t | eceived from Responding vendors. |
| Vendor
1. RJ Industries | Ouote
\$12,627,700. | 00 | (| Comment | See Attached Shoot |
| 2. Posillico Civil Inc. | \$14.694,000. | 00 | | | |
| 3. Silverite Construction Co. | Inc. \$16,200,000 | .00 | | | |
| 4 | | | | | |
| DCE/Ops-Approval: | YES NO | Signa | ture | - | |

Version January 2014

COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS Inter-Departmental Memo

TO:

Division of Administration

Att: Loretta V. Dionisio, Hydrogeologist II

FROM:

Division of Engineering

Water/Wastewater Engineering Unit

DATE:

January 15, 2016

SUBJECT:

RECOMMENDATION OF AWARD

Contract No.

S35114-10G

Title:

Cedar Creek WPCP Chemical Reduction Project

Engineer's Estimate: \$15,369,482.00

Bids Received On:

December 8, 2015

The bids received for the above-mentioned contract have been examined; and, the bid submitted by R.J. Industries, Inc. in the amount of \$12,627,700 is acceptable as the lowest responsible bidder.

We believe awarding the contract to R.J. Industries, Inc. is in the County's best interest as their bid amount was below the engineers estimate.

Since this bid is less than the engineer's estimate (18%); and, adequate funds are available (Capital Project No. CSW S35114), it is requested that the Recommendation of Award be prepared for the Commissioner's signature and forwarded to the County Executive for his action.

Attached, herewith, please find a completed Staff Summary, NIFA form, and Request to Initiate form for your information and use. Also, included is the design engineer's recommendation.

Assistant to Commissioner

KGA:JLD:cs Attachments

c:

Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit

Joseph N. Walker, Assistant Superintendent of Water Supply

S35114-10G - General Contracting

Cedar Creek Water Pollution Control Plant Efficiency Capital Improvement Chemical Reduction

Bid Opening:

Nassau DPW B.I.D.S - Summary of Bid Opening

Engineer: Joseph Walker

Phone: (516) 571-7580

12/8 /2015

| Contractor | Address | Insurance | Payment | Bid
Amount | Alternate
Bid |
|---------------------------------|--|---|-------------|-----------------|------------------|
| RJ Industries | 75 East Bethpage Road Plainview, NY 11803-0349 | Liberty Mutual Insurance Comp 10% Amt Bid | 10% Amt Bid | \$12,627,700.00 | \$0.00 |
| Posillico Civil, Inc. | 1750 New Highway Farmingdale, NY 11735 | Liberty Mutual Insurance Comp 10% Amt Bid | 10% Amt Bid | \$14,694,000.00 | \$0.00 |
| Silverite Construction Co., Inc | 520 Old Country Road West Hicksville, NY 11801 | Zurich American Insurance Co 10% Amt Bid | 10% Ant Bid | \$16,200,000.00 | \$0.00 |

The above is a review of the bids and subsequent list of all the bids that were read aloud at the public bid opening. Listed bids may be subsequently withdrawn or disqualified. The list does not reflect the Department's determination of the lowest responsible bidder.



60 Crossways Park West, Suite 340 Woodbury, NY 11757

tel: 516-496-8400 fax: 516-921-1521

January 8, 2016

Joseph L. Davenport, P.E. Chief Sanitary Engineer Unit Head, Water/Wastewater Engineering Unit Nassau County Department of Public Works 3340 Merrick Road, Building R, 3rd Floor Wantagh, New York 11793

Subject:

Nassau County, New York - Wastewater Facilities Efficiency Improvements Contract No. S35114-10G Onsite Hypochlorite Generation (OSHG) Project

Bid Evaluation and Recommendation

Dear Mr. Davenport:

On December 8, 2015, Nassau County Department of Public Works (NCDPW) received three bids for the above referenced project. Camp Dresser McKee & Smith (CDM Smith) has performed a bid analysis of the bids received. Below is our summary of the analysis, references, and recommendation.

Bid Analysis

CDM Smith has reviewed the lump sum bids for Contract No. S35114-10G which are summarized as follows:

| | Engineer's Opinion Of
Probable Construction
Cost R. | | | Silverite
Construction
Co, Inc. |
|--------------------------|---|--------------|--------------|---------------------------------------|
| ITEM NO. 1 - LUMP SUM OF | | | | |
| BASE BID | \$15,146,482 | \$12,350,700 | \$14,384,000 | \$15,850,000 |
| ITEM NO. 2 - ALLOWANCE | | | | |
| FOR MISCELLANEOUS | | | | |
| ADDITIONAL WORK | \$250,000 | \$250,000 | \$250,000 | \$250,000 |
| ITEM NO. 3 - LUMP SUM - | | | | |
| CPM SCHEDULING SYSTEM | - | \$27,000 | \$60,000 | \$100,000 |
| TOTAL | \$15,396,482 | \$12,627,700 | \$14,694,000 | \$16,200,000 |

R. J. Industries, Inc (R.J. Industries) is the apparent low bidder with a bid that is approximately \$2.7 million (17.8%) less than the Engineer's Opinion of Probable Construction Cost. We believe the bid offered by R.J. Industries is reasonable and R.J. Industries has affirmed their commitment to the County to honor this bid price.



Mr. Joseph L. Davenport, P.E. January 8, 2016 Page 2

References

Name: John Berchtold, Suffolk County DPW Project: Bergen Point WWTP (SCSD #3) Influent Pump Station Butterfly Valve Replacement Project Completed: 2014

Mr. Berchtold indicated R.J. Industries is very good to work with, professional, responsive and accessible. The project went well and Mr. Berchtold said R.J. Industries is capable of handling a project in the \$13M size range.

Name: Joseph Mautarano, D&B Engineers and Architects
Project: Great Neck WPCD Plant Upgrade and Expansion Project; Mictoturbine Cogeneration Facility Project
Completed: 2014 (both projects)

Mr. Mautarano confirmed his work experience with R.J. Industries on the Great Neck WPCD Plant Upgrade and Expansion to 5.3 MGD and the Mictoturbine Cogeneration Facility projects. Mr. Mautarano stated R.J. Industries was easy to work with, finished on time, was reasonable on change orders, and performed satisfactorily. Mr. Mautarano indicated he would use them for work in the future.

Nassau County DPW has also worked with R.J. Industries on past projects, and is currently working with them on the Heating Hot Water Piping Temporary System at the Bay Park STP. The County has indicated they are satisfied with R.J. Industries work.

Past Experience

CDM Smith also reviewed the Qualification Statement submitted with R. J. Industries, Inc.'s proposal. From the list of current and past projects performed, it is apparent that R. J. Industries has at least nine (9) projects involving work for the Nassau County DPW (NCDPW) and has performed work at the Cedar Creek WPCP. Contracts with the NCDPW range in value from \$0.8M to \$28.7M.

In addition to work with the NCDPW, R. J. Industries has significant experience with projects involving wastewater facilities in the area.

CDM Smith

Mr. Joseph L. Davenport, P.E. January 8, 2016 Page 3

Award Recommendation

Based upon the above, CDM Smith recommends that this contract be awarded to the lowest responsive responsible bidder, RJ Industries, in the amount of \$12,627,700. CDM Smith's recommendation is based on confirmation by the County of R.J. Industries compliance with the bonding, insurance, and other bidding requirements of the Contract, and satisfactorily providing all "Additional Information" as requested by the County in a letter dated December 30, 2015 to R.J. Industries.

Should you have any questions or concerns, please do not hesitate to contact me. We look forward to working with the County during the construction phase of this important project.

Sincerely,

Howard Matteson, P.E., BCEE Senior Project Manager

d Shatku

CDM Smith Inc.

cc: J. Walker, Nassau County C. Korzenko, CDM Smith

File: pw:\\DACPWAPP2:PW_EXT\Documents\5044\108742\

George Maragos Comptroller



OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: R.J. Industries, Inc.

CONTRACTOR ADDRESS: 75 East Bethpage Rd. Plainview, NY 11803

FEDERAL TAX ID #: 11-3401288

<u>Instructions:</u> Please check the appropriate box ("\overline{\ove

I. ☑ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in Newsday on November 6, 2015. The sealed bids were publicly opened on December 8, 2015. Three [3] sealed bids were received and opened.

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

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

| III. This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP |
|--|
| (copies of the relevant pages are attached). The original contract was entered into after |
| [describe |
| procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county. |
| IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal. |
| \square 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. |

| VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county. |
|---|
| In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable. |
| VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms. |
| VIII. Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers. |
| IX. ☑ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller. |
| X. Wendor will not require any sub-contractors. |
| In addition, if this is a contract with an individual or with an entity that has only one or two employees: □ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes. |
| Department Head Signature |
| 1/10/1/ |
| Department Head Signature |

□ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services

required through an inter-municipal agreement.

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum. Compt. form Pers./Prof. Services Contracts: Rev. 309/15

DEPARTMENT OF PUBLIC WORKS Inter-Departmental Memo

TO:

Civil Service Employees Association, Nassau Local 830

Att:

Ronald Gurrieri, Executive Vice President

FROM:

Department of Public Works

DATE:

October 29, 2015

SUBJECT:

CSEA Notification of a Proposed DPW Contract

Cedar Creek WPCP - Chemical Reduction Project

S35114-10G General Construction Contract

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

- 1. DPW plans to recommend a contract/agreement for the following services: General construction at the Cedar Creek Water Pollution Control Plant
- The work involves the following:
 Construction of an on-site sodium hypochlorite generation facility at the Cedar Creek
 Water Pollution Control Plant.
- 3. An estimate of the cost is: \$12,148,082
- 4. An estimate of the duration is: Two (2) years

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.

Kenneth G. Arnold

Assistant to Commissioner

KGA:WSN:JLD:rp

c: Christopher Fusco, Director, Office of Labor Relations

Brian Libert, Deputy Director, Office of Labor Relations

Keith Cromwell, Office of Labor Relations

Rakhal Maitra, Deputy Commissioner

William S. Nimmo, Deputy Commissioner

Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit

Patricia Kivo, Unit Head, Human Resources Unit

Loretta V. Dionisio, Hydrogeologist II

Joseph N. Walker, Assistant Superintendent Water Supply



NASSAU COUNTY, NEW YORK DEPARTMENT OF PUBLIC WORKS

PROPOSAL

FOR

ENERGY EFFICIENCY CHEMICAL REDUCTION PROJECT

CONTRACT NO. 835114-10G - GENERAL CONSTRUCTION

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Notice to Bidders and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the Plans and Specifications for the amount named in the Proposal hereinafter described.

In making this Proposal the Bidder hereby declares that all provisions of the Addenda which have been issued by the County of Nassau have been complied with in preparing his Bids.

| | The will in preparing his Bids. |
|-----------------------------|--|
| Name of Bidder: R.J. Incust | 0 |
| N.J. In Custi | Vesilan |
| | · · · · · · · · · · · · · · · · · · · |
| Bidder; | |
| | · |
| (Individual Firm of Case) | |
| Carried and Little Of Corpo | oration) as case may be) |
| Riddenla Duni 75 East 7 | Diration as case may be) Beth Pase Road; Po Box 349 View, NY 11803 |
| Bidder's Business Address: | 751 4143 C 10009, LO 120X 344 |
| 516-845= / 19:04 | 10W/NY/1803 |
| Telephone: 9772 Date of Bic | |
| Date of Riv | Dec. 8, 2015 |
| | VEC. 8, 2015 |
| FAX: 5/6-451 -17- | |
| FAX: 5/6-454-1759 | |
| | |
| | |
| | |

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P-4

| PROPOSAL |
|---|
| (If Bidder is an Individual, fill in the following blanks:) |
| Name of Individual: Residence of Individual: |
| (If Bidder is a Firm, fill in the following blanks:) |
| Name and Residence of Partner: |
| Name and Residence of Partner: |
| Name and Residence of Partner: |
| (If Bidder is a Corporation, fill in the following blanks:) |
| Organized under the laws of the State of: New York |
| Name and Residence of President: Richard O. FeliceHa |
| Jame and Residence of Vice-President: John C. Doremus |
| |
| ame and Residence of Secretary: John E. Koziarz |
| ame and Residence of Treasurer: William J. Doromus |

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GENERAL CONSTRUCTION

THE BIDDER AFFIRMS AND DECLARES:

- That the above Bidder is of lawful age and the only one interested in this Bid; and that no other person, firm or corporation, except those herein named, has any interest in this Bid or in the Contract proposed to be entered into.
- That this Bid is made without any understanding, agreement or in connection with any other
 person, firm or corporation, making a Bid for the same Work, and is in all respects fair and
 without collusion or fraud.
- That said Bidder is not in arrears to the County of Nassau upon debt or contract, and is not a
 defaulter, as surety contractor or otherwise.
- 4. That no officer or employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or will become interested directly, or indirectly, as a contracting party, partner, stockholder, Surety or otherwise in this Bid, or in the performance of the Contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.
- That he has carefully examined the Site of the Work and that, from his own personal investigations and research, has satisfied himself as to the nature and location of the Work; the character, quality and quantity of existing materials; all difficulties likely to be encountered; the kind and extent of labor, equipment, other facilities needed for the performance of the Work; the general and local conditions; and all other items and conditions which may, in any way, affect the Work or its performance.
- 6. The Bidder also declares that he has carefully examined and fully understands all the component parts of this Contract, that the Work can be performed as called for by the Contract, and that he will execute the Contract and will completely perform it in strict accordance with its terms for the prices.
- 7. That the Bidder, for allowance items, will make payment to the parties designated by the County when directed by the County in the amount certified by the Engineer for the purposes indicated. It is also understood and agreed that the Final Contract Payment for allowance items will be based upon such actual payments, and not on the approximate amount cited herein.
- 8. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities Glen Cove or Long Beach the Contractor shall be required to have such a license.

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I. Rejection of Bids

A. The Commissioner may recommend a reject of bid if:

- 1. The Bidder fails to furnish any of the information required by the bid documents; or if
- 2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
- 3. The bid does not strictly conform to law or the requirements of this contract; or if
- 4. The bid is conditional; or if
- 5. The bid on Unit Price Contracts, in the opinion of the commissioner, contains unbalanced bid prices, where the unit price proposed for any item exceeds the estimated cost by more than fifteen percent (15%), or if any lump sum item bid exceeds the estimated cost by more than twenty-five percent (25%); or if
- 6. A determination that the bidder is not responsible is made in accordance with law.
- 7. Bids may be rejected if the County determines that the contractor's experience and qualification statement does not show adequate experience with projects of similar size, scope and complexity, particularly concerning maintenance of plant operations (MOPO) and complex phasing and sequencing of equipment on and off line during construction.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of the various items multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

III. Lump Sum Contracts, Comparison of Bids

Bids on Lump Sum Contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate price bid, if any.

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| | | | | |
|---|--|--|--|--|
| THIS PAGE SHALL BE COMPLETED BY CONTRACTOR SUBMITTING A BID ON GENERAL CONSTRUCTION CONTRACT NO, S35114-10G | PRICE | | 00 | 3 |
| | AMQUNT BID PRICE
DOLLARS CENTY | \$12.350,7ee | \$250,000 | 27,000 |
| | RICE | | 90 | |
| | UNIT PRICE | 1 | \$250,000 | 000'12 |
| | ITEMS WITH UNIT PRICE WRITTEN IN WORDS | Base Bid for furnishing all labor, materials and equipment required for all General Construction work associated with the proposed ousite hypochlorite generation facilities at Cedar Creek WPCP. The low Mills of the form o | For furnishing all labor, materials, equipment and incidentals for Miscellaneous Additional Work, as ordered by the County. Two-Hundred and Fifty Thousand No Cents | For furnishing all services, copies, and incidentals required to provide Critical Path Method Scheduling System in accordance with, but not limited to, Section 01311. There is a contained to be contained to the contai |
| | APPROXIMATE
QUANTITIES | Lump Sum | Allowance | Lump Sum |
| | ITEM
NO. | | લ | ന |

TOTAL AMOUNT BID (Bid Item Nos. 1 thru 3): \$ 12, 617, 700

TOTAL AMOUNT BID (Bid Item Nos. 1 thru 3): MUST BE WRITTEN IN WORDS:

Twent William, sikhundar Hund Seven Housend, Seven hondored dollers + No Certs

PROPOSAL

GENERAL CONSTRUCTION

<u>ALLOWANCES</u>. It is expressly understood and agreed that the total Bid presented in this Proposal is the basis for establishing the amount of the Bid Security and includes the following allowances:

1. Item No. 2: An Allowance of Two Hundred and Fifty Thousand dollars (\$250,000) for miscellaneous additional work.

All in accordance with the requirements of Division 1, Special Conditions; Section 01010, Summary of Work; Section 01020, Allowances; and Section 01025, Measurement and Payment.

Final Contract Payment for allowance items shall be based upon actual payments, and not on the approximate amounts cited herein.

<u>DETERMINATION OF LOW BID</u>. Determination of low Bid will be made by comparing the total Bid which shall include the lump sum Base Bid price, unit price totals and all allowance items.

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MAJOR EQUIPMENT ITEMS: The Bidder shall fill the name and address of the proposed system supplier for the major equipment items tabulated hereinafter. It is expressly understood that the furnishing of this information will not relieve the Bidder of any requirements of the Contract Documents and failure to fill out properly is grounds for rejection.

| SPECIFICATION NUMBER | DEGOD MINO. | |
|----------------------|--|---|
| TYOMDER | DESCRIPTION | MANUFACTURER OR SUPPLIER |
| 11344 | FRP Chemical Storage
Tanks | Kane Davey Associates Process Controls Process Equipment Sould of Equ |
| 11500 | Sodium Hypochlorite OSG
Equipment Package | (Concl Gosts, Fc) or Equal |
| 13125 | Metal Building Systems | Butler Building or Equal |
| 15855 | Air Handling Units | Carriet, Trans or
Equal |
| 16450 | Low Voltage Switchgear | Square D er Equal |
| 16480 | Low Voltage Motor
Control Centers | Squere D
or Equel |
| 16502 | Lightning Protection
System | Approved or Equal |
| 16720 | Fire Alarm System | Simplex OrEqual |

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IRAN DIVESTMENT ACT - CERTIFICATION

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

- X Certification that the Bidder is not on the List: Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,
 - Certification that the Bidder's investment in Iran is ceasing: The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

Signature/Date
Richard O. Felicetta

Print Name and Position Prosident

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MACBRIDE FAIR EMPLOYMENT PRINCIPLES

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it eş.

| or any individual or legal entity in which the bidder holds a 10 individual or legal entity that holds a 10% or greater ownershi or no to one or both of the following, as applicable), | % or greater ownership interest, or any interest in the bidder, either: (answer yes |
|--|---|
| (1) have business operations in Northern Ireland, | |
| Yes No <u>+</u> | |
| (2) shall take lawful steps in good faith to conduct any
Ireland in accordance with the MacBride Fair Em-
nondiscrimination in employment and freedom of
operations in Northern Ireland, and shall permit in
with such Principles. YesNo | ployment Principles relating to workplace opportunity regarding makes |
| Contractor's Signature) Richard O. Felicetta. President | Name of Business) |

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GENERAL CONSTRUCTION

| PROPOSAL: For all Work in accordance with the Plans and Specifications: |
|---|
| Bidder: R.J. Industries, Inc. |
| (Individual, Firm or Corporation as case may be) |
| Individual's Social Security No.: |
| Federal I.D. No. //-340.1288 |
| By: De o |
| (Signature of Individual, Partner or Corporate Officer) |
| (Print): Richard O. Felicetta |
| Title: President |

(Where Bilder is a Corporation Add)

ATTEST: Secretary

(Corporate Seal) NO TEXT THIS PAGE



GENERAL CONSTRUCTION

Note: The Bids shall be sworn to by the person signing them, in one of the following forms:

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GENERAL CONSTRUCTION

(Form of Affidavit where Bidder is a Corporation)

| STATE OF NEW YORK)) ss.: COUNTY OF NASSAU) |
|--|
| Richard of Felicetta Being duly sworn, deposes and says: That he resides at Seffolk Gurte, Wat he is the President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said Corporation; that he affixed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true. |
|
Subscribed and sworn to before me this 8 day of Dec. 20.15. |

EVELYN DELLA RATTA
Notary Public, State of New York
01 DE4854133
Qualified in Nassau County
Commission Expires May 27, 20

Notary Public

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| NASSAU COUNTY DEPARTIMENT OF PUBLIC WORKS | ARTIMENT OF P | UBLIC WORKS | | | | |
|--|--|---|--|---|--|----|
| WICKS EXEMPT LIST OF SUBCONTRACTORS NOTE; This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non responsive. | ORS
rojects exempt from | the Wicks faw. Failur | re to submit this form cc | CONTRACT NO. Trectly may render the bidder non res | CONTRACT NO. $535/14$ - 10 G. Bidder non responsive. | Ò |
| Contractor's Name and Addiess R.J. Industries, Inc. 75 East Refuter, Rd. 71903 Plain view, NY 11803 Federal DNO.: | Project Description (P | roject Title, Facility Nam
> とんたいたいて
> こんかい し | Project Description (Project Title, Pacility Name and Address): ENE 1955 Effection of Chemise / // Check Cform Prodect of Le | | 12/8/15 \$ 12,627,700 | 0, |
| Indicate ANY work to be self-performed by the contractor in the following categories (check all that apply): | ractor in the followin | g categories (check a | il that apply): | Plumbing and Gas Fitting | | |
| | | | | Steam Heating, Hot Water Heating, Ventilating and AC Apparatus Electric Wining and Standard Illiuminating Fatures | lating and AC Apparatus
Fixtures | |
| if All contract work is to be self-performed, i.e. no subcontractors wiil be used, please check this box [], skip to bottom of form, and sign it as required. | ctors will be used, pleas | ra check this box 🛚 J.ski) | o to bottom of form, and sig | it as required. | | |
| Subcontractor's Name, Address and Federal ID No. | Plumbing and
Gas Fitting | Check (V) only one. Steam Heating, Hot Water Heating, Ventiliating and AC Appenatus | Electric Wiring and
Standard Illuminating | General Description of Work | Subcontractor's | |
| 13 and Electric
Ferminsbelt, My
Federal DNO. | | | 3 | Cleetic /
Divisions | \$ 2,200,220 | 23 |
| Federal ID No. | | | | | | |
| rederal ID No. | | | | | | |
| It its form must be filled out completely and legibly, signed by a company authorized representative and included in a separate, sealed envelope within the bid envelope. Use and additional page if aneded. Failure to complete this formed and in the entirety, may result fin a non responsive bid determination. Company Authorized Signature: | n company authorized reg
ntfrety, may result in a n | presentative and include ion responsive bid deter | o in a separate, sealed e
mination.
Secare | 12/8/15 | | |

NO TEXT THIS PAGE

7.30 1.30

R.J. Industries, Inc.

| PROJECT & LOCATION | OWNER | Contractor / Consultant | CONTRACT AMOUNT | OUNT DATE COMPLETED | |
|---|--|--|-----------------|---------------------|---|
| Greafer Atlantic Beach
Treatment Facility (Phase II) | Greater Atlantic Beach Water
Reclation District | Cameron Engineering
Mark Rauber
516-827.4900 | \$1,828,800 | 2013 | |
| Water Authority of Western Nassau County
Wellhead Treatment for Iron Removal at
Plants 28 & 30 (General Construction &
Plumbing) | Water Auth Western Nassau
Joseph Corbisiero
516-327-4053 | John Collins
H2M Group
631-756-8000 | \$4,872,523 | 2013 | |
| Port Washington WPCD
Biosolids Building Rehabilitation | Port Washington WPCD | Robert Breslin
516-924-4376 | \$814,400 | 2013 | |
| Port Washington Water District
Packed Tower Aeration | Port Washington Water | Dvirka Bartillucci
Phil Sachs | \$734,400 | . 2013 | • |
| Port Washington WPCD
Plant Upgrade (Install New BNR System) | Port Washington WPCD | Robert Breslin
516-924-4376 | \$20,988,800 | 2012 | |
| Stony Brook University
East Campus Well Replacement | State University of NY | Paul Van Loan
631-632-3067 | \$1,076,423 | 2012 | |
| Shoreham Wading Rive CSD
Replace Fuel Oil Storage Tanks | . Shoreham-Wading River
CSD | Burton Behrendt Smith
631-475-0349 | \$624,800 | 2012 | |
| Patchogue WWTP
Upgrade & Expansion - GC & Mechanical | Village of Patchogue | Steven Cluff
H2M Group
631-756-8000 | \$8,906,550 | 2011 | |

| PROJECT & LOCATION | OWNER | Contractor / | CONTRACT | CONTRACT AMOUNT DATE COMPLETED | COMPLETED | |
|--|---|--|--------------|--------------------------------|-----------|---|
| Bay Park STP
Dechlorination Facility - General Const. | Nassau County DPW | Nassau County - DPW
James Gallagher
516-571-7220 | \$3,647,700 | ,700 | 2011 | |
| Manhasset Lakeville Water District
IU Willets Water Treatment Plant
General Construction | Manhasset - Lakeville
Water District | Ben Bletsch
H2M Group
631-756-8000 | \$1,578,440 | ,440 | 2011 | |
| Manhasset Lakeville Water District
IU Willets Water Treatment Plant
Chemical Bulk Storage | Manhasset - Lakeville
Water District | Ben Bletsch
H2M Group
631-756-8000 | \$548,440 | 6 | | |
| Jericho Wafer District
Well No. 5 - GC & Mechanical Work | Jericho Water District | Joe Todaro
Sidney Bowne
516-746-2350 | \$774,880 | 380 | 2011 | |
| Cedar Creek WPCP
Install New Gravity Belt Thickner | Nassau County DPW | Hazen and Sawyer
Mike De Nicola
212-539-7038 | \$14,424,400 | 400 | 2010 | • |
| SUNY - Stony Brook, Sewer Dist No. 21
Standby Effluent Pump Station | Suffolk County, DPW | Suffolk County DPW
John Donovan | \$622,980 | 980 | 2010 | • |
| SUNY - Stony Brook
East Campus Cooling Tower Replacement | SUNY - Stony Brook | Kevin Rooney
631-632-6222 | \$10,389,900 | | 2010 | , |
| Greenlawn Water District
Treatment for Volatile Organics Compounds
(VOC) Removal at Plant 13 - General Cont. | Greenlawn Water Dist. | Ben Bletsch
H2M Group
631-756-8000 | \$929,800 | . 00: | 2010 | |
| | | | | | | |

As of June 30, 2015

FORM OF BID BOND

IMPORTANT The bidder shall instruct the Surety Company to USE THIS FORM PROVIDED as the use of ANY OTHER FORM may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned R.J. Industries, Inc.

as Principal; and Liberty Mutual Insurance Company as surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of

Ten Percent of Proposal Price dollars (\$ 10% of P.P.) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 2nd day of December , 20 15

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under Contract No. S35114-10G for the Energy Efficiency Chemical Reduction Project; Cedar Creek WPCP Contract No. S35114-10G - General Construction.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

- a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and
- b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and
- c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Page 1

Provided, however, that this bond is subject to the following additional conditions and limitations.

- a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.
 - b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

| R.J. Industr | ries, Inc. | | • | | |
|---------------|--|--------------------------|------------------|-------------|---------------------|
| 75 East Bet | hpage Road, P.O. Box 34 | 9, Plainview, NY | 11803 | | |
| Contract | by William J. | Doremus, | (L.S.)
Title | if a corpor | ractor |
| | | >ec | retors-Tressu | 485 · | |
| ph | | (L.\$.) | | Title | i tellag seet.
T |
| by | | (L,S,) | | Title | |
| | Liberty Mutual | l Insurance Compa | my | | • |
| | 175 Berkeley Str | eet, Boston, MA 0 | 2116 | | r |
| | a Deli | | | Surety | |
| by <u>XUU</u> | Title of Officer | (L.S.
Susan Lupski, A | Attorney-In-Fact | | |
| Witness: | Drowela | wille_ | (L.S.) | (Corporat | e seal
Wrety) |
| • | XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX | Desiree Car | rdlin | | |

| (Acknowledgment by Contractor if a corporation) | |
|---|--|
| STATE OF New York | |
| county of Nessace | |
| On this 3 ^{c/l} day of December, 20/5, before me personally came William J. December to me known, who, being by me duly sworn, did depose and say for himself, that he resides in that he is the Secentary Top Sof the R.J. Industries, Inc. the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order. | |
| Notary Public | |
| (Acknowledgment by Contractor if a partnership) STATE OF | |
| COUNTY OF) | |
| On this day of , 20 , before me personally came to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of | |
| said firm thereto on behalf of said firm for the purpose therein mentioned. | |
| Notary Public | |
| (Acknowledgment by Contractor if an individual.) | |
| STATE OF } | |
| ss.:
COUNTY OF) | |
| On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same. | |
| Notary Public | |

Page 7

(Acknowledgment by Surety Company) New York STATE OF COUNTY OF Nassau On this 2nd came Susan Lupski , 20 15 , before me personally day of December Known, who being by me duly sworn, did depose and say that he resides in that he is the Attorney-In-Factof the Liberty Mutual Insurance Company corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Dana Granice further said that he is acquainted with Susan Lupski to be the Attorney-In-Fact of and knows him of said company; that the signature subscribed to the within instrument is of the said Susan Lupski in the genuine handwriting of the said Susan Lupski and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Dana Granice

> DANA GRANICE Notary Public, State of New York No. 01GR6099128 Qualified in Suffolk County Commission Expires 9/22/2019

POWER OF ATTORNEY

ATTENTION: Insert the "Power of Attorney" after this page in with your bid submission.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Certificate No.

American Fire and Casualty Company The Ohlo Casualty Insurance Company

LMS_12873_122013

Liberly Mulual insurance Company West American insurance Company



1487 61 1500

| | POWER OF ATTORNET |
|------------------------|--|
| | KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casually Company and The Ohio Casually Insurance Company are corporations duly organized under the laws of the State of Massachuşetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Massachuşetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Incident Company is a corporation duly organized under the laws of the State of Incident Companies. District Companies of the State of Incident Companies of the |
| | and appoint, Camille Mattand; Colette H. Chistoim; Desiree Enturn, Secret Stromas Bean; Vincent A. Walsh Renchiwich; Peter F. Jones: Rita Sagistand; Robert T. Pearson; Susan Lupski; Triomas Bean; Vincent A. Walsh |
| | |
| ! . | all of the city of Uniondate, state of NYeach individually if there be more than one named, its true and lawful altomey-th-fact to make, execute, seaf, acknowledge and deliver, for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, tecophizances and other surely obligations. In pursuance of these presents and shall be as binding upon the Companies as if they have been guly signed by the president and attested by the secretary of the Companies in their own proper persons. |
| | IN WITNESS WHEREOF, this Power of Allomov has been subscribed by an authorized difficer or official of the Companies and the cooperate seals of the Companies have been affixed |
| | thereto this Bin day of July 2015 American Fire and Casualty Company |
| | thereto this 6th day of July 2015 American Fire and Casualty Company The Ohio Casualty Insurance Company Liberty Multual Insurance Company West American Insurance Company By: David M. Carey, Assistant Secretary |
| | g By: Manual Company |
| | STATE OF PENNSYLVANIA SS |
| | STATE OF PENNSYLVANIA as STATE OF PENNSYLVANIA Rotated Sed Target Pennsylvania, on the day and year first above written. STATE OF PENNSYLVANIA SS STATE OF PENNSYLVANIA ROTATED STATE OF PENNSYL |
| | Cascally Company, Liberty Multipli insurance Company, the cylin cascally compositive components by himself as a duly authorized efficer. Example 1 of the purposes therein contained by signify on behalf of the corporations by himself as a duly authorized efficer. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notatial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written. |
| | COMMONWEALTH OF PENNSYLVANIA Notatial Seal Tareas Pasialia, Notary Public Plymouth Two, Montgomery County Toreas Pasialia, Notary Public |
| eoi, | Prymouth Twp, Mortigomery County My Commission Expires March 28, 2017 Member, Pennsylvania Association of Notaties Member, Pennsylvania Association of Notaties |
| e, note, loan | This Power of Attorney is made and executed pursuant to and by authority of the following By laws and Authorizations of American Fire and Casually Company, The Ohio Casually insurance Company, and West American insurance Company, which resolutions are now in full force and effect reading as follows: |
| Not valid for mortgage | ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject. ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation to make, execute, seal, and the such immitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to and in Schall roth the limitations set forth in their respective acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other stretch of the limitation as an acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other stretch of the limitation as a fact of the Corporation. |
| Not valid | powers of attorney; shall have full power to bind the Corporation by their signature and execution of all instruments shall be as binding as it signed by the President and attested to by the Secretary. Any power of authority granted to any representative or attorney-in-fact under sexecuted, such historinents shall be as binding as it signed by the President and attested to by the Secretary. Any power of authority granted to any representative or altorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority. ARTICLE XIII — Execution of Contracts — SECTION 5. Surely Bonds and Undertakings. Any officer of the Company buthorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such atterneys-in-fact, as may be necessary to act in behalf of the Company to make; execute, as and officer or officers of the Company to make; execute, as and officer or the president and officer or officers granting such purpose in writing by the chairman or the president, as and subject to such limitations as the chairman or the president may prescribe, shall appoint such atterneys-in-fact, as may be necessary to act in behalf of the Company to make; execute, as and officer or officers granting such purpose in writing by the chairman or the president, as and officer or officers granting such power or authority. Electric XIII — Execution of Contracts — SECTION 5. Surely Bonds and Undertakings. Any officer or the Company by the officer or officers granting such power or authority. Electric XIII — Execution of Contracts — SECTION 5. Surely Bonds and Undertakings. Any officer or the Company by the officer or officers granting such power or authority. |
| | Conflitate of Designation - The Presidencol the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such altomeys-in- taid as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, Bonds, recognizances and other surely obligations. |
| | Authorization — By unanimous consent of the Company's Beard of Directors, the Company consents that facsimile of mechanically reproduced signature at any assistant secretary of the Company, wherever appearing upon a certified copy of any power of afformey issued by the Company in connection with surely bonds, shall be valid and binding upon the Company with the same force and effect as though manually allixed. |
| |), Gregory W. Davenport, the understaned, Assistant Sepretary, or American Fire and Casualty Company, The Othe Casualty Insurance Company, Diverty Mutural Insurance Company, and Wast American Insurance Company do hereby certify that the original power of altomacy of which the foregoing is a full, find and correct copy of the Power of Attorney executed by said Gompanide, is in full force and offset and has not been revoked. |
| - | TN YESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this |
| | 1906) To 1919) To 1912) |
| | |

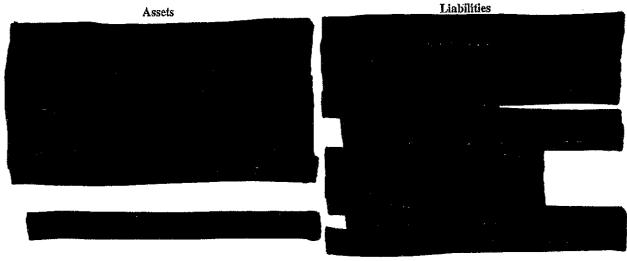
FINANCIAL STATEMENT

ATTENTION: Insert the "Financial Statement" after this page in with your bid submission.



LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2014





* Bonds are stated at amortized or investment value; Stocks at Association Market Values.

The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2014, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 20th day of March, 2015.

Assistant Secretary

TAMilolajewski.

CERTIFICATE OF SOLVENCY

ATTENTION: Insert the "Certificate of Solvency" after this page in with your bid submission.

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

STATE OF NEW YORK DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

LIBERTY MUTUAL INSURANCE COMPANY

Of Boston, Massachusetts

a corporation organized under the laws of the State of Massachusetts and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of the sum of the surplus as is shown by its sworn financial statement for the Year-End as of December 31, 2014, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.



In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 17th day of March, 2015

Benjamin M. Lawsky Superintendent

Jacqueline Catalfamo Special Deputy Superintendent

www.dfs.ny.gov

SUBCONTRACTOR LIST AND SCHEDULE OF VALUE

Cedar Creek WPCP Chemical Reduction Project

Onsite Hypochlorite Generation Facility

| BIDDER: R.J. Industries, Inc. |
|--|
| SUBCONTRACTORS: |
| 1. Plumbing: |
| a. Company: Seit Perform |
| 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1 |
| of at orelationes, |
| - I MATEUR |
| e. Subcontract Value: |
| 2. Heating, Ventilating, and Air Conditioning a. Company: Sc/L Perferm b. Address: c. Telephone: d. Contact Name: e. Subcontract Value: |
| a. Company: Binc Electric b. Address: G=zzi Blud Farmingdelt Ny c. Telephone: 631 - 249 - 6110 d. Contact Name: Steve Bender e. Subcontract Value: \$2,700,000 |

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P-18

PROPOSAL

NASSAU COUNTY, NEW YORK DEPARTMENT OF PUBLIC WORKS

ENERGY EFFICIENCY CHEMICAL REDUCTION PROJECT

CONTRACT NO. S35114-10G - GENERAL CONSTRUCTION

INDEX FOR PROPOSAL

| SECTION | |
|--|-------|
| Index for Proposal | PAGE |
| Proposal for Contract No. S35114-10G General Construction | P-1 |
| The state of the s | P-3 |
| Iran Divestment Act Certification | |
| MacBride Fair Employment Principles | P-19 |
| Wicks Exempt List of Subcontractors | P-21 |
| Consultant's, Contractor's and Vendor Disclosure Form | P-29 |
| Lobbyist Registration and Disclosure Form | P-31 |
| Business History Form | P-41 |
| Principal Questionnaire Form | P-55 |
| Certification Regarding Debarment | P-69 |
| Qualification Statement | P-79 |
| Notice of Award (to be provided by Owner) | P-85 |
| <i>y</i> . • | P-103 |

NO TEXT THIS PAGE

P-2

COUNTY OF NASSAU

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

| 1. | Name of the Entity: R.J. Industries, Inc. | | | |
|--------------------------|--|--|--|--|
| | Address: 75 East Bethpage Road; PO Box 349 | | | |
| | City, State and Zip Code: Plainview, NY 11803 | | | |
| 2. | Entity's Vendor Identification Number: 11-3401288 | | | |
| 3. | Type of Business:Public CorpPartnershipJoint Venture | | | |
| , | Ltd. Liability CoClosely Held Corpsub s-corpOther (specify) | | | |
| OTAGU | List names and addresses of all principals; that is, all individuals serving on the Board of ors or comparable body, all partners and limited partners, all corporate officers, all parties at Ventures, and all members and officers of limited liability companies (attach additional if necessary): | | | |
| Ric | hard O. Felicetta, President | | | |
| _Joh | n C. Doremus, Vice President | | | |
| Joh | n E. Koziarz, Vice President | | | |
| Willi | am J. Doremus, Secretary-Treasurer | | | |
| | | | | |
| | | | | |
| 5.
shareho
held Co | List names and addresses of all shareholders, members, or partners of the firm. If the older is not an individual, list the individual shareholdres/partners/members. If a Publicly orporation include a copy of the 10K in lieu of completing this section. | | | |
| see | Washington and the state of the | | | |
| | response to question #4 | | | |

| Page 2 of 4 | | | | | |
|--|--|--|--|--|--|
| | | | | | |
| | | | | | |
| 6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract. | | | | | |
| R.J.I. Mechanical, Inc. 18-15 129th Street; College Point, NY 11356 affiliate of R.J. Industries, Inc. | | | | | |
| RJ/Scalamandre, JV 75 East Bethpage Road; Plainview, NY 11803 | | | | | |
| a joint venture of RJ Industries, Inc. and Peter Scalamandre and Sons Corp. | | | | | |
| BSRJ A TN 75 East Bethpage Road; Plainview, NY 11803 a joint venture of RJ industries, Inc., Peter Scalamandre and Sons, Corp and Bana Electric Corp. **None of the affiliates are currently scheduled to perform on contract S35114-1 7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of | | | | | |
| real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties. | | | | | |
| (a) Name, title, business address and telephone number of lobbyist(s): | | | | | |
| none | | | | | |
| | | | | | |
| - | | | | | |
| | | | | | |

| Page 3 of 4 | |
|---|--|
| (b) Describe lobb
description of lobbying act | |
| N/A | |
| | |
| | |
| (c) List whether a
Nassau County, New York S | and where the person/organization is registered as a lobbyist (e.g.,
State): |
| N/A | |
| _ | |
| contractor or Vendor authori
The undersigned affirms and | his section must be signed by a principal of the consultant, zed as a signatory of the firm for the purpose of executing Contracts. so swears that he/she has read and understood the foregoing is/her knowledge, true and accurate. |
| Dated: 12/8/15 | Signed: Loll |
| | Print Name: Richard O. Felicetta |
| | Title:President |

Page 4 of 4:

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

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Pianning Commission; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

| None | | |
|------|----------|--|
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| | * ** | |
| | <u> </u> | |

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

N/A

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

N/A

| Page | 2 | of | 4 |
|------|---|----|---|
| | | | |

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

N/A

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

N/A

Page 3 of 4

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

| Dated: 12/8/15 | Signed: 1202 |
|----------------|----------------------------------|
| | Print Name: Richard O. Felicetta |
| | Title: President |

Page 4 of 4:

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

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Richard O. Felicetta, President

Name and Title of Authorized Representative

m/cl/yy

/2/8/15

Signature

R.J. Industries, Inc.

Name of Organization

75 East Bethpage Road; PO Box 349; Plainview, NY 11803

Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

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

Business History Form

In addition to the submission of blds/proposals, as applicable, each bldder/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 bld/proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS). Date: November 10, 2015 R.J. Industries, Inc. 1) Bidder's/Proposer's Legal Name: 2) Address of Place of Business: 75 East Bethpage Road; Plainview, NY 11803 List all other business addresses used within last five years: n/a 3) Mailing Address (if different): 75 East Bethpage Road; PO Box 349; Plainview, NY 11803 Phone: 516-845-9772 Does the business own or rent its facilities? n/a 4) Dun and Bradstreet number: 5) Federal I.D. Number: 11-3401288 6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership Corporation X Other (Describe) 7) Does this business share office space, staff, or equipment expenses with any other business? Yes x No If Yes, please provide details: RJ manages BSRJ A T/V & RJ/Scalamandre, JV out of it's main office in Plainview, NY. 8) Does this business control one or more other businesses? Yes $\underline{\hspace{1cm}}$ No $\underline{\hspace{1cm}}$ If Yes, please provide 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No If Yes, provide details, R.J.I. Mechanical, Inc. 10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, on a contract with Nassau County or any other government entity terminated? Yes ____ No x ___ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract).

| 11) Has the
If Yes, s | bidder/proposer, during the past seven years, been declared bankrupt? Yes No x tate date, court jurisdiction, amount of liabilities and amount of assets |
|--|---|
| federal,
owner a
civil anti-
such inv | ast five years, has this business and/or any of its owners and/or officers and/or any affiliated a, been the subject of a criminal investigation end/or a civil anti-trust investigation by any state or local prosecuting or investigative agency? And/or, in the past 5 years, have any ind/or officer of any affiliated business been the subject of a criminal investigation and/or a trust investigation by any federal, state or local prosecuting or investigative agency, where restigation was related to activities performed at, for, or on behalf of an affiliated business. No _x if Yes, provide details for each such investigation. |
| federal,
of an aff
but not li
individus | ast 5 years, has this business and/or any of its owners and/or officers and/or any affiliated been the subject of an investigation by any government agency, including but not limited to state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer lifated business been the subject of an investigation by any government agency, including limited to federal, state and local regulatory agencies, for matters pertaining to that also position at or relationship to an affiliated business. Yes No _x If Yes, provide or each such investigation. |
| ettner be
pertainet | current or former director, owner or officer or managerial employee of this business had, efore or during such person's employment, or since such employment if the charges d to events that allegedly occurred during the time of employment by the submitting s, and allegedly related to the conduct of that business: a) Any felony charge pending? No x Yes If Yes, provide details for each such charge. |
| | b) Any misdemeanor charge pending? No <u>x</u> Yes If Yes, provide details for each such charge |
| | c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes If Yes, provide details for each such conviction |
| | d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No _x Yes If Yes, provide details for each such conviction |
| | e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No x Yes If Yes, provide details for each such |

| | occurrence, |
|--|--|
| to any pi | ist (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with respect ofessional license held? No x Yes : If Yes, provide details for each such |
| applicable
and sewinder
detailed | past (5) tax years, has this business falled to file any required tax returns or falled to pay any le federal, state or local taxes or other assessed charges, including but not limited to water er charges? No X Yes if Yes, provide details for each such year. Provide a response to all questions checked 'YES'. If you need more space, photocopy the ate page and attach it to the questionnaire |
| Provide a de appropriate p | failed response to all questions checked "YES". If you need more space, photocopy the
page and attach it to the questionnaire. |
| 17) Conflict o | of Interest: Please disclose: |
| | (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County. |
| | (ii) Any family relationship that any employee of your firm has with any County public
servant that may create a conflict of interest or the appearance of a conflict of interest in
acting as collection agent on behalf of Nassau County. |
| | (iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County. |
| 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. |
| 17)a)(ii) | In 2014, RJ had an open position for an MWBE Officer; we attempted to fill the position with a former employee who was our MWBE Officer but she declined. We received a resume from Brittany Pedenzin, who happens to be related to Robert Pedenzin, an employee of Hazen and Sawyer, the engineering firm currently working for Nassau County. Brittany was hired and has been working as our MWBE officer on all RJ (& related) projects since April 7, 2014. |
| 17)b) | We would be willing to assist Nassau County on any initiatives that would help the County maintain protocols that eliminate potential conflicts of interest. Should we learn of any potential / questionable issues that may arise, we intend to notify the County for its determination of what is appropriate. |

Attachments to Business History Form

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

A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified. Should the bidder/proposer be other than an Individual, the bid/proposal should include: Date of formation; 9/2/1997 i) Name, addresses, and position of all persons having a financial interest in the company, ii) including shareholders, members, general or limited partner; Name, address and position of all officers and directors of the company; see attached iii) Iv) State of incorporation (if applicable); NY The number of employees in the firm; V) 25 non-union / union varies (25-35) VI) Annual revenue of firm: Summary of relevant accomplishments vii) Copies of all state and local licenses and permits. B. Indicate number of years in business. C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services, D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work. see enclosed schedule of projects. Company Contact Person____ Address _____ City/State _____

Telephone _____

E-Mail Address

| Company see attached | |
|----------------------|-------|
| Contact Person | , |
| Address | |
| City/State | |
| Telephone | |
| Fax# | ι ι μ |
| E-Mail Address | |
| | |
| Company | |
| Contact Person | |
| Address | |
| City/State | |
| Telephone | |
| Fax # | |
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CERTIFICATION

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

Richard O. Felicetta , being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and bellef; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity. Sworn to before me this day of Decemser EVELYN DELLA RATTA Notery Public, State of New York Qualified in Nassau County Commission Expires May 27, 20_ Notary Public R.J. Industries, Inc. Name of submitting business: Richard O. Felicetta Print_name_ Signature President Title

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

| 1. | Principal Name Richard O. Felicetta |
|-----|--|
| | Date of birth |
| | Home address |
| | City/state/zip |
| | Business address _ 75 East Bethpage Road; PO Box 349 |
| | City/state/zip Plainview, NY 11803 |
| | Telephone 516-845-9772 |
| | Other present address(es) <u>na</u> |
| | City/state/zip |
| | Telephone |
| | List of other addresses and telephone numbers attached |
| 2. | Positions held in submitting business and starting date of each (check all applicable) President 9 / 2 /1997 Treasurer / / / |
| | Chairman of Board// Shareholder// |
| | Chief Exec. Officer// Secretary/_/ |
| | Chief Financial Officer/_ /Partner/ _/ |
| | Vice President |
| | (Other) |
| .3. | Do you have an equity interest in the business submitting the questionnaire? NO YES _X_ If Yes, provide details. Stockholder (45% interest in R.J. Industries, Inc.) |
| 4. | Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO YES x If Yes, provide details. |
| 5. | Personal Guarantor - RJ (& affiliated) credit lines at Signature Ban Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO YES X; if Yes, provide details. |
| 6. | Managing Member of RJ/Scalamandre, JV and BSRJ A T/V 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? NOYES_x If Yes, provide details. See Attached Schedule of Projects |

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

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

CERTIFICATION

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

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

Sworn to before me this & day of Decembr 20_15

| | eN | λ- | 4) |
|--------|------|----|----|
| Notary | Publ | ic | |

EVELYN DELLA RATTA
Notory Public, State of New York
01DE4854133
Qualified in Nassau County
Commission Expires May 27, 20

R.J. Industries, Inc.

Name of submitting business

Richard O. Felicetta

Print name

Signature President

,....

12,8,15

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

| 1. | Principal Name John C. Doremus |
|----|---|
| | Date of birth |
| | Home address |
| | Clty/state/zip |
| | Business address 75 East Bethpage Road; PO Box 349 |
| | City/state/zip Plainview, NY 11803 |
| | Telephone 516-845-9772 |
| | Other present address(es) na |
| | City/state/zip |
| | Telephone |
| | List of other addresses and telephone numbers attached |
| 2. | Positions held in submitting business and starting date of each (check all applicable) |
| | President/Treasurer/ |
| | Chairman of Board/Shareholder// |
| | Chief Exec. Officer// |
| | Chief Financial Officer// Partner// |
| | Vice President 9 / 2 / 1997 to present / / |
| | (Other) |
| 3 | Do you have an equity interest in the business submitting the questionnaire? NO YES _x if Yes, provide details. |
| 4. | Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO YES X If Yes, provide details. Personal Guarantor - Signature Bank credit lines |
| 5. | Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NOYES_x; If Yes, provide details. BSRJ a T/V & RJ/Scalamandre, JV |
| б. | Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO YES _x If Yes, provide details. see attached |

| Provide : | An affirmative answer is required below whether the sanction arose automatically, by operation of law, esult of any action taken by a government agency.
A detailed response to all questions checked "YES", if you need more space, photocopy the ate page and attach it to the questionnaire. |
|--|---|
| 7. In the
Secti | e past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in
on 5 in which you have been a principal owner or officer: |
| a . | Been debarred by any government agency from entering into contracts with that agency? NO X YES If Yes, provide details for each such instance. |
| b. | Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO x YES If Yes, provide details for each such instance. |
| . c . | Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO \times YES If Yes, provide details for each such instance. |
| d. | Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES If Yes, provide details for each such instance. |
| portio
initiate
proce-
respoi | any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition r been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any nof the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings and more than 7 years ago and/or is any such business now the subject of any pending bankruptcy edings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed use to all questions checked "YES", if you need more space, photocopy the appropriate page and if to the questionnaire.) |
| a) | is there any felony charge pending against you? NO \underline{x} YES $\underline{\hspace{1cm}}$ if Yes, provide details for each such charge. |
| b) | Is there any misdemeanor charge pending against you? NO \underline{x} YES If Yes, provide details for each such charge. |
| c) | Is there any administrative charge pending against you? NO X YES If Yes, provide details for each such charge. |
| ď) | In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES If Yes, provide details for each such conviction. |
| · e) | In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO \times YES if Yes, provide details for each such conviction, |
| f) | In the past 5 years, have you been found in violation of any administrative or statutory charges? NO _X YES If Yes, provide details for each such occurrence. |

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

CERTIFICATION

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

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

Sworn to before me this & day of Decembr 20_15

Notary Public

EVELYN DELLA RATTA
Notery Public, State of New York
01 DE4854133
Gualified in Nassau County
Commission Expires May 27, 20

RJ Industries, Inc.

Name of submitting business

John C. Doremus

- 17tt

Print manne

Signature
Vice President

Title

12 18 115

QUALIFICATION STATEMENT

| Note: | All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance. |
|-------|---|
| 1. | How many years has your firm been in the business under your present business name? |
| 2. | How many years experience in the construction work of a similar type as this contract has your firm had? |
| | a. as a Prime Contractor |
| 3. | b. as a Subcontractor 4.7 |
| | List below the construction projects your firm has under way as of this date: Contract Class Percent Name and Address of Owner |
| | Contract Class Percent Name and Address of Owner Amount of Work Completed or Contracting Officer |
| | see attached |
| | |
| | |
| | (use additional blank sheets if additional space is necessary) |
| 4 | List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work: |
| | Contract Class Percent Name and Address of Owner Amount of Work Completed or Contracting Officer |
| | see attached |
| | |
| | (use additional blank sheets if additional space is necessary) |
| 5. | Have you: a. ever failed to complete any work awarded to you? |
| | If so, identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete. |
| | |
| | b. · ever been defaulted on a contract? |
| | If so, identify the project, the owner, the contract amount, the circumstances and the date of all default actions. |

| c. ever been declared a non-responsible bidder by any municipality or public agency? |
|---|
| If so; identify the project, the owner, the contract amount, the circumstances and date of all such declarations. |
| |
| d. ever been barred from bidding municipal or public contracts? If so: identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments. |
| |
| |
| use additional blank sheets if additional space is necessary) |
| Ias any officer, partner or principal of your firm ever been an officer, partner or principal of some other firm? a. that failed to complete a construction contract? The If so; state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all failures to complete for all principals of the firm. |
| b. that has ever been defaulted on a contract? <u>no</u> If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm. |
| c. that has ever been declared a non-responsible bidder by any municipality or public agency? ———————————————————————————————————— |

d. that has ever been barred from bidding municipal or public contracts?

If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name?

If so; state name of individual, name of owner and reason therefor:

 Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

none

 Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay avages, or unemployment insurance tax delinquencies within the past five years.

none

10. In what other lines of business are you financially interested?

Real Estate Partnership 512 W 185th Street; LLC (minority interest)

11. What is the construction experience of the principal individuals of your firm?

Present Years of Magnitude In Individual's Position or Construction and type what Office Name Experience of work Capacity Richard O. Felicerta, President, 27 yrs, General Executive/Project Mgt & Mechanical John C. Doremus, Vide President, 24 Yrs, General Executive/Project Mgt & Mechanical John E. Koziarz, Vice President, 24 yrs, Mechanical Proj. Mgmt William J. Doremus, Sec. Treasurer 16 yrs. Finance/Admin

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

| ì | | | | • | i vi | ۱'n | | D٥ | 380 | 11 | oti | or | ١ | Siz | Ö | | | | Ÿ | eai | S Q | f. | | ::: | Pr | ese | nt | |
|---|----|---|-----|---|------|-----|--|----|-----|----|-----|-------|---|-----|-----|----|----|---|-----|-----|------|----|--|------|-----|-----|----|--|
| | |) | (te | m | | | | | | | | | | | tc. | Ÿ | | | | | /ICE | | |
 | 21. | cat | | |
| ١ | ្ន | | | V | | | | | 1 | | | · · · | | Ó. | | ÷. | į. | 4 | V 1 | | . A | 1 | | | Ĭ. | 4 | | |

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

Signature Bank + 2010 Grove RT 600E (50 Ton Crane)

(use additional blank sheets if additional space is necessary)

14. In what manner have you inspected this proposed work?

Explain in detail.

Review of contract documents & pre-bid site visit.

(use additional blank sheets if additional space is necessary)

Explain your plan and lay-out for performing the proposed work.
 W111 perform in eccordance with owner approved adhedule.

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

John Doremus

17. Insurance carried by your firm:

Type Company Limits of Coverage Term
See attached sample certificate

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled "Qualifications and Responsibility of Bidders" and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards, that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

Richard O: Pelicetta, President

| NOTE: The bids shall be sworn to | o by the person signing then | n, in one of the following fo | rms: |
|---|--|--|--------------------|
| (Form of affidavit wh
STATE OF NEW YORK)
) ss.: | ere Bidder is a corporation) | | |
| COUNTY OF NASSAU Richard O. Felicettz | | ng dala ang dala ang | |
| That he resides at in the City of Rud Triguet rie | | ng duly sworn, deposes and
S
that he is the Presiden | freet |
| the corporation described in and whe said corporation; that the seal affixed by order of the Board of Directors of and that he has knowledge of the Subscribed and sworn to before me | ich executed the foregoing od to the said instrument is f said corporation; that he several matters therein states | such corporate seal and wa | s affixed |
| this \$7 day of December, 20/ | 5 | The Local Notary | <u> </u> |
| (Form of affidavit who
STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU) | ere Bidder is a firm) | EVELYN DELLA F
Netary Public, State e
OLDE 485412
Orgithed in Nesticu
Commission Expires May | Mew York
3 |
| That he is a member of the firm in which executed the fore | going bid: that he duly su | ng duly sworn, deposes and | |
| foregoing bid; that he duly subscribe
the several matters therein stated are
this day of ,20 | a the name of the fum her | eunto on behalf of the firm | and that |
| (Form of affidavit whe
STATE OF NEW YORK)
) ss.: | ere Bidder is a individual) | Notary | |
| COUNTY OF NASSAU () | p.i. | - U.L. | |
| That he is the person described in a therein stated are in all respects true, this day of , 20 | ad who executed the forego | ng duly swom, deposes and
oing bid and that the severa | says:
l matters |
| | | Notary | |

R.J. Industries, Inc.

75 East Bethpage Road P.O. Box 349 Plainview, New York 11803-0349

> Phone: (516) 845-9772 Fax: (516) 454-1759

January 6, 2016

Nassau County Department of Public Works 1194 Prospect Avenue Westbury, NY 11590-2723

Att:

Shila Shah-Gavnoudias, P.E.

Commissioner of Public Works

Re:

Contract No. S35114-10G

Energy Efficiency Chemical Reduction Project Cedar Creek WPCP

M/WBE Utilization Waiver Request

Dear Commissioner,

Reference is made to the above noted Project. Please find enclosed our M/WBE utilization plan for the above project.

There are several items where we were unable to locate a certified M/WBE firm to provide the following scopes of work.

| Spec.
Section | Description | Amount |
|------------------|----------------------------|--------------|
| 01020 | Allowances | 250,000.00 |
| | Bond (Insurance) | 588,720.00 |
| 02316 | Auger Cast Grout Piles | 860,000.00 |
| | Metal Building System | 556,000.00 |
| 11344 | FRP Chemical Storage Tanks | 218,000.00 |
| 11500 | OGS Tanks | 3,380,000.00 |
| | Total Requested Waiver | 5,852,720.00 |

Therefore, we respectfully request a waiver for the project whereby our goal is calculated by a modified contract amount to reflect this situation. Should you accommodate our request and approve our waiver, our amended goal would be as follows:

| Original Contract Amount | 12,627,700.00 |
|--|---------------------|
| Less Waived Items | <u>5,852,720.00</u> |
| Amended Contract for M/WBE Goal Purposes | \$6,774,980.00 |
| | |

Amended M/WBE Goal – 20%

\$1,354,996.00

We trust the above is in order and await your timely reply.

R.J. Industries, Inc.

Very truly yours, R.J. Industries, Inc.

Richard Felicetta

President

JD/ed

Brent Chow (Jacobs) John Koziarz (RJ) cc:

Joe Walker (NC) John Doremus (RJ)

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

Part 1- General Information:

| Consultant/Contractor Name: R.J. Industries, Inc. |
|--|
| Address (street/city/state/zip code): PO BOX 349, Plainview, NY 11803 |
| Authorized Representative (name/title): Richard Felicetta, President |
| Authorized Signature: |
| Contract Number: S35114-10G |
| Contract/Project Name: Energy Efficiency Chemical Reduction Project Cedar Creek WPCP |
| Contract/Project Description:
Energy Efficiency Chemical Reduction Project Cedar Creek WPCP |
| |

Part 2- Projected MBE/WBE Contract Summary:

| | Amount (\$) | | Percentage (%) |
|--|-----------------|------------------------------------|----------------|
| | \$12,627,700.00 | | |
| Total Dollar Value of the Prime Contract | | | |
| | \$225,000.00 | | 1.78% |
| Total MBE Dollar Amount | | MBE Contract Percentage | |
| | \$290,000.00 | | 2.29% |
| Total WBE Dollar Amount | , | WBE Contract Percentage | |
| | \$515,000.00 | | 4.07% |
| Total Combined M/WBE Dollar Amount | | Combined M/WBE Contract Percentage | |
| | | | |

Part 3- MBE Information (use additional blank sheets as necessary):

| Name: Sirina Fire Protection Sprin | (MBE) | Amount(\$) and Award Date | Date and Completion Date |
|--|--|--|--------------------------|
| | Sprinkler System | Amount (\$): 75,000.00 | Start Date: TBD |
| Address: 151 Herricks Road | | | |
| City: Garden City | | | |
| State/Zip Code: NY, 11040 | | Award Date: TBD | Completion Date: TBD |
| Authorized Representative: Anthony Florez | | | |
| Telephone No. 516-942-0400 | | | |
| Name: A K De Rama Industrial Control
Systems Inc. | | Amount (\$): 150,000.00 | Start Date: TBD |
| Address: 253 Sheffield Street | | | |
| City: Mountainside | | A weed Dote. TPD | Commission Date: TRD |
| State/Zip Code: NJ, 07092 | | Awalu Daic. 1DD | |
| Authorized Representative: Antonio De
Rama | | | |
| Telephone No. 908-789-1600 | | | |
| Name: | | Amount (\$): | Start Date: |
| Address: | | | |
| City: | | | |
| State/Zip Code: | | Award Date: | Completion Date: |
| Authorized Representative: | | | |
| Telephone No. | The second secon | PRINCE CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONT | |

| use additional blank sheets as necessary): | |
|--|---|
| use additi | |
| ormati | , |
| Part 4- WBE Info | |

| WBE Firm | Description of Work
(WBE) | Projected WBE Contract Amount(\$) and Award Date | WBE Contract Scheduled Start
Date and Completion Date |
|--|------------------------------|--|--|
| Name: DME Construction Associates, Inc. | Roofing | Amount (\$): 145,000.00 | Start Date: TBD |
| Address: 126 Old Field Road | | | |
| City: Setauket | | | |
| State/Zip Code: NY, 11803 | | Award Date: TBD | Completion Date: TBD |
| Authorized Representative: Peter Chardon | | | |
| Telephone No. 631-689-2616 Name: Atlantic Reinforcing Concrete Co., | | Amount (\$): 125,000.00 | Start Date: TBD |
| | | | |
| Address: 14 Burt Drive, Unit G | | | |
| City: Deer Park | | Award Date: TRD | Completion Date: TBD |
| State/Zip Code: NY, 11729 | | Tage Tage. | |
| Authorized Representative: Erin Lynam | | | |
| Telephone No. 631-242-5020
Name: Hailey Insulation Corporation | | Amount (\$): 20,000.00 | Start Date: TBD |
| Address: 585 Route 25A | | | |
| City: Rocky Point, NY 11778 | | | |
| State/Zip Code: NY, 11778 | | Award Date: TBD | Completion Date: TBD |
| Authorized Representative: Amy Donnelly | | | |
| Telephone No. 631-689-0450 | | 10000 | |



Contract Details

SERVICE STOP DWI Enforcement

NIFS ID #: <u>CLTS15000001</u> NIFS Entry Date: <u>12/31/2015</u> Term: from <u>01</u>

Term: from 01/01/15 to 12/31/15

| New Renewal | 1) Mandated Program: | 77 🗀 | > 57 |
|--------------------------|--|-------|------|
| | | Yes 🗌 | No 🔀 |
| Amendment 🖂 | 2) Comptroller Approval Form Attached: | Yes 🛛 | No 🗌 |
| Time Extension | 3) CSEA Agmt. § 32 Compliance Attached: | Yes 🗌 | No 🛛 |
| Addl. Funds | 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes 🔲 | No 🔯 |
| Blanket Resolution RES# | 5) Insurance Required | Yes 🗌 | No 🖂 |

Agency Information

| Danielle P. Rella | Vendor ID# |
|-------------------|--|
| Damene F. Rena | A STATE OF THE STA |
| Address | Contact Person |
| | Danielle P. Rella |
| | Phone |

| | The second second |
|----------------|-------------------------|
| Coun | ty Department |
| Department Con | tact |
| Christophe | r Mistron |
| | I Coordinator |
| Address | |
| Westbury, | oect Avenue
NY 11590 |
| Phone | |
| (516) 571- | 7021 |

Routing Slip

| DATE S
Rec'd. | DEPARTMENT | Internal Verification | 表示 | DATE Appv'd& Fw'd. | SIGNATURE: | Leg. Approval | Francisco de |
|------------------|---------------------|--|----|----------------------|------------------|---|--------------|
| 1/19/12 | Department | NIFS Entry (Dept)
NIFS Appvl (Dept. Head) | X | 12/31/15
12/31/15 | Church Caule Was | Required | |
| | ОМВ | NIFS Approval | | 1/20/16 | Pro State | Yes No Not required if blanket resolution | |
| 125/16 | County Attorney | CA RE & Insurance
Verification | | ilastu | O May . | Dialiket resolution | |
| 1/36(1) | County Attorney | CA Approval as to form | C | Talis | | | |
| 1 .0 | Legislative Affairs | Fw'd Original Contract to
CA | | 2/1/16 | Coxetta 118 | 0/18 1: | 0 |
| | Rules Leg. | | | , , | | Yes 100 Es | 3 |
| | County Attorney | NIFS Approval | | | | 6 | |
| | Comptroller | NIFS Approval | | | 01 | () () () () | Ĭ |
| 4/16 | County Executive | Notarization
Filed with Clerk of the Leg. | | 2/4/6 | Clls | 46 | |

Contract ID#: CLTS15000001



Department: Traffic Safety Board

Contract Summary

| Description | : Danielle P. Rell | a | | | | |
|---|---|---|--|--|---|--|
| Purpose: The enforcement advancing r | ne mission of the
t and education,
oadway safety in | Traffic Safety Board and STOI
The use of County designed pr
the schools and community. A | P DWI Program is to er
ograms are enhanced w
mendment necessary d | thance safety or
with the assistan
ue to the additi- | Nassau County roadways through the co
ce of a Traffic Safety Educator who assis
on of Police Academy classes | pordination od
at the department in |
| Method of P
Program, T
for the indiv
of the progra | rocurement: : The contractual seridual to advance am. | The County funds the Council acretices are based upon a grant per programs in the capacity of a T | ctivities via personal se
proposal that is submitt
Fraffic Safety Educator | rvices contract
ed annually to t
. The Traffic S | funded through the Nassau County STO) he STOP-DWI Coordinator for review. afety Board's funding helps to defray the | P-DWI Grant
The contract provides
administrative costs |
| Procuremen | t History: Danie | elle Rella has had experience as | an educator with MAE | D Long Island. | Her organizational skills advanced MA | DDI |
| throughout the program | Nassau County,
is of the STOP D | The Traffic Safety Board is adv
WI program as outlined in the | vancing it's safety prog
annual DWI Plan. | rams and comm | Her organizational skills advanced MAI nunity outreach by the addition of a safety | programs y educator to assist in |
| Description | of General Provi | sions: | | | | |
| safety seat edu | ention. In addition | the Contractor shall assist the depa | artment in coordinating all | grant programs | | vehicles including child |
| education in | itiative in the 201 | nalysis: The contract is 100% f
14 STOP-DWI Annual Plan tha | unded by STOP DWI g
t has been approved by | rant funds. In
the Departmen | addition this program has been identified | l as a public |
| | | | | me Departmen | to intotor venicles. | |
| | | | | | | |
| | | ₹ | | | | i |
| Change in Co | ontract from Pri | or Procurement: No change in | funding from prior gra | nt sward | | |
| | | Ü | 3 p -1 g -1- | | | |
| Recommends | ation: (approve a | s submitted) | | | | |
| | пом (пррготе а | s submitted; | | | | |
| Advise | ment Inf | ormation | | | | |
| BUDGET | CODES | FUNDING SOURCE | AMOUNT | LINE | INDEV/OR DOT CONT | e the against the service out and |
| Fund: | GRT | Revenue Contract | XXXXXXX | 1 | INDEX/OBJECT-CODE TSGRT8100OTH/DE501 | AMOUNT |
| Control: | 81 | County | \$ | 2 | TSORTOTOOTH/DESUI | \$ 2,500.00 |
| Resp: | X5 | Federal | \$ | 2 | | \$ |

| RENEW | ĂL: x=- |
|------------|---------|
| % Increase | |
| % Decrease | |

Object:

Transaction:

DE

501

| FUNDING SOURCE | AMOUNT |
|------------------|-------------|
| Revenue Contract | XXXXXXX |
| County | \$ |
| Federal | \$ |
| State | \$ |
| Capital | \$ |
| Other | \$ 2,500.00 |
| TOTAL | \$ 2,500.00 |

| LINE | INDEX/OBJECT-CODE | AMOUNT |
|------|--------------------|-------------|
| 1 | TSGRT81000TH/DE501 | \$ 2,500.00 |
| 2 | | \$ |
| 3 | | \$ |
| 4 | | \$ |
| 5 | | \$ |
| 6 | | \$ |
| | TOTAL | \$ 2,500.00 |

| Document Prepared By: | Christopher M. Mistron, STOP-DWI Coordinator |
|-----------------------|--|
|-----------------------|--|

| Date | 12/31/15 |
|------|----------|
| Date | |

| NIFS Certification | Comptroller Certification | doubty Executive Approval |
|--|--|--------------------------------|
| I certify that this document was accepted into NIFS, | I certify that an unencumbered balance sufficient to cover this contract is
present in the appropriation to be charged. | Name Kopaty Executive Approval |
| Name | Name | Date |
| Date | Date | 2/4/16 |
| | | (For Office Use Only) |

RULES RESOLUTION NO. - 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF TRAFFIC SAFETY BOARD AND
DANIELLE P. RELLA

WHEREAS, the County has negotiated an amendment to a personal services agreement with Danielle P. Rella is assisting the Traffic Safety Board and STOP DWI in various educational programs, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the said amendment
to the agreement with Danielle P. Rella.

George Maragos Comptroller



OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

| CONTRACTOR NAME: <u>Danielle P. Rella</u> |
|--|
| CONTRACTOR ADDRESS |
| FEDERAL TAX ID # |
| <u>Instructions:</u> Please check the appropriate box ("∅") after one of the following roman numerals, and provide all the requested information. |
| I. The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in [date]. The sealed bids were publicly opened on sealed bids were received and opened. [date] [#] of |
| II. The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on |
| [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected. |

| III. C | This is a renewal, extension or amendment of an existing contract. |
|-----------|--|
| THE | omiact was originally executed by Nassau County on |
| (copie | of the relevant to the contract, or an amendment within the scope of the contract or RFP |
| after | |
| | |
| | Tement method in REP 41 |
| procui | Chieff method, i.e., Krr. Illree proposals evaluated etc. Attach a compact |
| O | VOILLACTOR DULLULLIANCE TO ANY CONTRACT TO BE HONORIDE OF ALL 1 1 YOU |
| | ed a satisfactory evaluation, the department must explain why the contractor should nevertheless be ted to continue to contract with the county. |
| pormi | and to continue to contract with the county. |
| IV. | Pursuant to Evacutive Order No. 1 . C 1000 |
| nron | Pursuant to Executive Order No. 1 of 1993, as amended, at least three |
| dena | osals were solicited and received. The attached memorandum from the |
| prop | rtment head describes the proposals received, along with the cost of each |
| brob. | Jsai. |
| | A. The contract has been awarded to the group of the state of the stat |
| _ | 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 |
| | defined of the unique skills and experience the specific reasons why a man it is |
| | 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 |
| meme | nandum from the department head explains why the department did not |
| obtaii | at least three proposals. |
| | |
| Ц | A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes have the |
| | The proposition in the month of the contract o |
| | sole source provider of the personal service needed or explains why only two many and |
| | obtained. If two proposals were unishing the memorandum armining it. All |
| | 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. |
| | mand that willow, |
| \square | B. The memorandum explains that the contractor's selection was dictated by the terms of a |
| | roughly of frew fork state grant, by legislation or by a court order (Copies of the release) |
| | 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 |
| | within the scope of the terms of that contract. |
| | the scope of the terms of that contract. |

□ D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the services required through an inter-municipal agreement.

VI.

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

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

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

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

1/19/2016 **Date**

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of the Traffic Safety Board, having its principal office at 1194 Prospect Avenue, Westbury NY 11590 (the "Department"), and (ii) Danielle P. Rella, having her principal office at 0 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQTS15000003 between the County and the Contractor, executed on behalf of the County on March 18, 2015, (the "Original Agreement"), the Contractor assists the Traffic Safety Board and STOP DWI Program, as more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2015 until December 31, 2015, unless sooner terminated in accordance with the provisions of the Original Agreement, provided, however, the County may renew the Original Agreement under the same terms and conditions for an additional two (2), one (1) year periods (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Twenty-Four Thousand Five Hundred Dollars (\$24,500.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount.

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

- 1. <u>Maximum Amount</u>. The Maximum Amount in the Original Agreement shall be increased by Two Thousand Five Hundred Dollars (\$2,500.00) (the "<u>Amendment Maximum Amount</u>"), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "<u>Amended Agreement</u>"), shall be Twenty-seven Thousand Dollars (\$27,000.00) (the "<u>Amended Maximum Amount</u>"). The Amendment Maximum Amount shall be payable to the Contractor for Services performed by the Contractor at an hourly rate of Forty Dollars (\$40.00) for a total of 62.5 hours.
- 2. <u>Compliance with Law</u>. (a) <u>Nassau County Living Wage Law</u>. Pursuant to LL 1-2006, as amended, attached as Appendix L is a current Living Wage Law certification of compliance.

3. <u>Full Force and Effect</u>. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

| DANIELL! | 10.10 |
|-----------------------------------|-------------------|
| Ву: | Kalle |
| Name. | Danielle P. Rella |
| Title: | Traffic Salote. |
| Date:_ | 00 , 00 1/19/16 |
| | |
| NASSAU : | COUNTY |
| Зу: | |
| Зу:
Name: | |
| NASSAU
By:
Name:_
Title: | |
| Зу:
Name: | |
| By:
Name: | County Executive |

PLEASE EXECUTE IN <u>BLUE</u> INK

| STATE OF NEW YORK) |
|---|
|)ss.:
COUNTY OF NASSAU) |
| On the The day of Japan in the year 2016 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Surroum ; that he or she is the herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation. |
| NOTARY PUBLIC CHRISTOPHER M. MISTRON OTARY PUBLIC |
| NOTARY PUBLIC, State of New York No. 01Mi5044039 Qualified in Nassau County Commission Expires May 22, 20 |
| STATE OF NEW YORK) |
|)ss.:
COUNTY OF NASSAU) |
| On the day of in the year 20 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County. |
| NOTARY PUBLIC |
| |

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

| 1. | The chief executive officer of the Contractor is: |
|----|---|
| | Danielle P. Rolla |
| | (Name) |
| | (Address) |
| | (Tolonhana Namaka) |
| | (Telephone Number) |
| 2. | The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor |
| 3. | In the past five years, Contractor has has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below: |
| | |
| | |
| | |
| 4. | In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below: |
| | |

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

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

///9/201Co

Signature of Chief Executive Officer

Danielle P. Rella

Name of Chief Executive Officer

Sworn to before me this

Notary Public

CHRISTOPHER M. MISTRON NOTARY For the order of frew York 15 139 Qual attributed County

Qual County Commission Expires May 22, 20_

CHRISTOPHER M. MISTRON NOTARY PUBLIC, State of New York No. 01 MI5044039 Qualified in Nassau County Commission Expires May 22, 20

COUNTY OF NASSAU

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

| | Name of the Entity: |
|--------|---|
| | Address: |
| | City, State and Zip Code: |
| 2. | Entity's Vendor Identification Number: |
| 3. | Type of Business:Public CorpPartnershipJoint Venture |
| | Ltd. Liability CoClosely Held CorpCONTRACTOTOther (sp |
| of Jo1 | List names and addresses of all principals; that is, all individuals serving on the Bosors or comparable body, all partners and limited partners, all corporate officers, all part Ventures, and all members and officers of limited liability companies (attach addit if necessary): |
| | NIA |
| | |
| | |
| | |

Page 2 of 4

| (b) Describe lobbying activity description of lobbying activities. | of each lobbyist. See below for a complete |
|--|---|
| NA | |
| | |
| | |
| | |
| | |
| (c) List whether and where the Nassau County, New York State): | e person/organization is registered as a lobbyist (e.g., |
| NA | |
| | |
| | |
| | · |
| 8. VERIFICATION: This section m contractor or Vendor authorized as a signature | ust be signed by a principal of the consultant, atory of the firm for the purpose of executing Contracts. |
| The undersigned affirms and so swears the statements and they are, to his/her knowledge. | at he/she has read and understood the foregoing edge, true and accurate. |
| Dated: 1/19/16 | Signed: Wella |
| / / | Print Name: Donielle Rella |
| | Title: Traffic Safety |

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

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

| 1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every |
|---|
| person or organization retained, employed or designated by any client to influence - or promote a |
| matter before - Nassau County, its agencies, boards, commissions, department heads, legislators |
| or committees, including but not limited to the Open Space and Parks Advisory Committee and |
| Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein |
| Such matters include, but are not limited to, requests for proposals, development or improvement |
| of real property subject to County regulation, procurements. The term "lobbyist" does not |
| include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or |
| State of New York, when discharging his or her official duties. |
| |

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

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

| 4. | Describe | lobbying ac | tivity condu- | cted, or to | be conduc | ted, in N | assau County, | and identify |
|----------|-------------|---------------|---------------|-------------|------------|-----------|---------------|---------------|
| client(s | s) for each | activity list | ted. See pag | e 4 for a | complete (| descripti | on of lobbyin | g activities. |

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

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

Dated: 1/19/16

Signed

Print Name: 🥧

Title: Traffic

Page 4 of 4:

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



Department: <u>Traffic Safety Board</u>

Contract Details

SERVICE STOP DWI Enforcement

NIFS Entry Date: 2/25/2014

Term: from 01/01/15 to 12/31/15

| New 🛛 Renewal 📋 | 1) Mandated Program: | Yes No N |
|--------------------------|--|-----------|
| Amendment | 2) Comptroller Approval Form Attached: | Yes X No |
| Time Extension | 3) CSEA Agmt. § 32 Compliance Attached: | Yes No No |
| Addl. Funds | 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes No No |
| Blanket Resolution RES# | 5) Insurance Required | Yes No 🛭 |
| | | - |

Agency Information

| | /endor |
|--------------|-------------------|
| Name | Vendor ID# |
| a | |
| Address | Contact Person |
| | Danielle P. Rella |
| - Coverige A | Phone |
| | |

| Printed Advantage and Advantag |
|--|
| *County Department |
| Department Contact |
| Christopher Mistron |
| STOP DWI Coordinator |
| Address |
| 1194 Prospect Avenue
Westbury, NY 11590 |
| Phone Phone |
| (516) 571-7021 |

Routing Slip

| DATE. | *DEPAREMENT | Internal Verification | epyde ZSIGNATURE SE Les Approval |
|---------|---------------------|--|--|
| | Department | NIFS Entry (Dept)
NIFS Appvl (Dept. Head) | |
| 2/26/15 | OMB | NIFS Approval | 2/27/18 Rean State Yes No Not required if Dealert resolution |
| 3/3/15 | County Attorney | CA RE & Insurance
Verification | 3/3/15 Qualto blanker resolution |
| 3/3/10 | County Attorney | CA Approval as to form | 13/1/C & C9/ |
| 1 6 | Legislative Affairs | Fw'd Original Contract to
CA | |
| | Rules 🔲 / Lcg. 🔲 | - | □ Yes No X |
| 5/1/1 | County Attorney | NIFS Approval | 1 3/3/5 D. |
| [[| Comptroller | NIFS Approval | Will During to |
| 3/1/4 | County Executive | Notarization
Filed with Clerk of the Leg | Billy Class |



Department: <u>Traffic Safety Board</u>

Contract Summary

| Descr | ١. | ٠ŧ٢ | Λ1 | 11 | n | 'n | l ta i | ı | P | Ę | 6 | 11 | a |
|-------|----|-----|----|----|---|----|--------|---|---|---|---|----|---|
| | | | | | | | | | | | | | |

Purpose: The mission of the Traffic Safety Board and STOP DWI Program is to enhance safety on Nassau County roadways through the coordination od enforcement and education. The use of County designed programs are enhanced with the assistance of a Traffic Safety Educator who assist the department in advancing roadway safety in the schools and community.

Method of Procurement: The County funds the Council activities via personal services contract funded through the Nassau County STOP-DW1 Grant Program. The contractual services are based upon a grant proposal that is submitted annually to the STOP-DWI Coordinator for review. The contract provides for the individual to advance programs in the capacity of a Traffic Safety Educator. The Traffic Safety Board's funding helps to defray the administrative costs

Procurement History: Danielle Rella has had experience as an educator with MADD Long Island. Her organizational skills advanced MADD's programs throughout Nassau County. The Traffic Safety Board is advancing it's safety programs and community outreach by the addition of a safety educator to assist in the programs of the STOP DWI program as outlined in the annual DWI Plan.

Description of General Provisions:

The confract provides grant money for an educator to offer educational and safety programs in an attempt to address issues putting children at risk; promote drug and alcohol free driving safety, establish school activities to educate and promote safe driving. In addition the programs will also promote the use of safety equipment in motor vehicles including child safety seat education. In addition the Contractor shall assist the department in coordinating all grant programs administered by the board.

Impact on Funding / Price Analysis: The contract is 100% funded by STOP DWI grant funds. In addition this program has been identified as a public education initiative in the 2014 STOP-DWI Annual Plan that has been approved by the Department of Motor Vehicles,

Change in Contract from Prior Procurement: No change in funding from prior grant award.

Recommendation: (approve as submitted)

Advisement Information

| BUDGETC | ÖDES |
|--------------|------|
| Fund: | GRT |
| Control: | 81 |
| Resp: | X5 |
| Object: | DE |
| Transaction: | 501 |

| RENEW | AL LE |
|------------|-------|
| % Increase | |
| % Decrease | |

| FUNDING SOURCE | *AMOUNT |
|------------------|--------------|
| Revenue Contract | XXXXXXX |
| County | \$ |
| Federal | \$ |
| State | \$ |
| Capital | \$ |
| Other | \$ 24,500.00 |
| TOTAL | \$ 24,500.00 |

| LINE | INDEX/OBJECTEGODE // | AMOUNT |
|-------|------------------------|--------------|
| - 1 | TSGRT8100QTH/DE501 | \$ 24,500.00 |
| 2 | 100 | \$ |
| 93550 | VED: 4. (mats) 3/3/15 | \$ |
| 4 | and the second second | \$ |
| 1,5 | | \$ |
| . 6 | | \$ |
| | TOTAL | \$ 24,500.00 |

| ocument Prepared By: | Christopher | M. | Mistron, | ST | J |
|----------------------|-------------|----|----------|----|---|
| | | | | | |

| | | | tiur . | • • | - 7 |
|-------------|----|----------|----------|-----------|-----|
| Christopher | M. | Mistron, | STOP-DWI | Coordinat | 0 |

| . , | 2/24/15 |
|-------|---------|
| Date: | ALPHILD |

| NIFS Certification | Comptrollen Certification | County Executive Approval |
|--|---|---------------------------|
| I certify that this document was accepted into NIFS. | I certify that an unon <u>cumbered</u> belance sufficient to cover this contract is prosent in the appropriation to be charged. | Nome U-UM |
| Michael & Mar | Name Speece | 3/11/13 |
| Date 4/2/2016 | Date 4 1 15 | (For Office Use Only) |

George Maragos Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

| CONTRACTOR NAME: <u>Danielle P. Rella</u> |
|---|
| CONTRACTOR ADDRESS |
| FEDERAL TAX ID #: |
| Instructions: Please check the appropriate box ("\overline{\sigma}") 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 |
| ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected |

| III. This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on |
|--|
| renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after |
| |
| procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county. |
| IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal. |
| ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR: |
| B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers. |
| V. Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals. |
| A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner. |
| ☑ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached). |
| C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract. |

□ D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the services required through an inter-municipal agreement.

VI.

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

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

VII.

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

2/25/2015 Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of January 5, 2015 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of the Traffic Safety Board, having its principal office at 1194 Prospect Avenue, Westbury, New York, 11590 (the "Department"), and (ii) Danielle P. Rella, having her principal office at "Contractor").

WITNESSETH:

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

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

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

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

- 1. <u>Term.</u> This Agreement shall commence on January 1, 2015 and shall terminate on December 31, 2015, unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for an additional two (2) one (1) year periods.
- 2. <u>Services</u>. The Contractor shall, assist the Traffic Safety Board and STOP DWI program including but not limited to:
 - (a) Performing educational programs for Nassau County schools and community organizations on a variety of Traffic Safety/STOP DWI programs. These programs shall include but not be limited to STOP DWI, Safety Belt use, Texting and Driving, and vehicle and roadway safety.
 - (b) Assist in creating educational materials and programs for STOP DWI.
 - (c) Assist the Traffic Safety/STOP DWI Coordinator in maintaining crash statistics.
 - (d) Assist the Traffic Safety/STOP DWI Coordinator with media releases and events.
- 3. <u>Payment</u>. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Twenty-Four Thousand Five Hundred Dollars (\$24,500.00) payable at per the attached budget attached hereto as "Appendix A."
- (b) <u>Vouchers: Voucher Review, Approval and Audit</u>. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

- (c) <u>Timing of Payment Claims</u>. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.
- (d) <u>No Duplication of Payments</u>. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.
- (e) <u>Payments in Connection with Termination or Notice of Termination</u>. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.
- (f) <u>Expenses</u>. The Contractor shall be compensated within the Maximum Amount for all reasonable expenses properly incurred within the scope of this Agreement, including, but not limited to, the following:
 - i. Hotel accommodation expenses while away to provide Services within the scope of this Agreement; such expenses shall not exceed the County government rate.
 - ii. Food while away to provide Services within the scope of this Agreement, which shall not exceed Thirty Dollars (\$30.00) per day.
 - iii. Travel expenses to and from meetings relating to the Services to be provided within the scope of this Agreement including attendance at the NY State Commission on Forensic Science Meetings.
- 4. <u>Independent Contractor</u>. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "<u>Contractor Agent</u>"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (<u>iii</u>) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof). 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.
- 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. <u>Compliance with Law.</u> (a) <u>Generally.</u> The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, 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) <u>Nassau County Living Wage Law.</u> Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
 - (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
 - (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
 - (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.
- (c) <u>Records Access</u>. The parties acknowledge and agree that all records, information, and data ("<u>Information</u>") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.
- (d) <u>Protected Information</u>. The Contractor acknowledges that he may have access to confidential information of the County ("Confidential Information") and warrants that he shall take all steps necessary to maintain that confidentiality and to prevent disclosure of the Confidential Information in his possession. The obligation of this paragraph shall survive termination of this Agreement.
- 7. <u>Minimum Service Standards</u>. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or

appropriate in connection with this Agreement.

- 8. <u>Indemnification: Defense: Cooperation</u>. (a) Each Party shall be solely responsible for and shall indemnify and hold harmless the other Party, and their respective officers, employees, and agents (the "Indemnified Party") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), directly arising out of the negligence or willful misconduct of the indemnifying Party or its respective Agents.
- (b) Except as provided in paragraph (a) above, the County will indemnify the Contractor for all Services he provides within the scope of this Agreement and will hold him harmless from any and all liability arising from any third- party litigation as a result of this agreement. The County shall provide legal representation for the Contractor for any litigation brought by third parties resulting from the Services provided by the Contractor within the scope of this Agreement.
- (c) The Parties shall cooperate with each other in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.
 - (d) The provisions of this Section shall survive the termination of this Agreement.
- 9. <u>Insurance</u>. (a) <u>Types and Amounts</u>. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense insurance for the benefit of the Contractor's employees ("<u>Workers' Compensation Insurance</u>"), which insurance is in compliance with the New York State Workers' Compensation Law. In the event that the Contractor is not required to carry such insurance under the Law, they shall provide to the County a letter indicating that the Contractor, Elizabeth Spratt, has no employees.
- 10. Assignment: Amendment: Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights. The County hereby consents to Contractor's sub-contracting of portions of the Services to the following individuals: Thomas Camporese, MS, Senior Toxicologist; Christopher Cording, MS, FTS, Senior Toxicologist; Robert DeLuca, MS, FTS, Senior Toxicologist; Eliza Adorno, BS, Toxicologist; Mary Jane Edattel, MS, Toxicologist; V. Radkar, MS, Toxicologist; Marco Trauzzi, MS, Toxicologist; and Sandra Viens, BS, Toxicologist.
- 11. <u>Termination</u>. (a) <u>Generally</u>. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the

failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

- (b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- (c) <u>Contractor Assistance upon Termination</u>. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.
- 12. Accounting Procedures: Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.
- 13. <u>Limitations on Actions and Special Proceedings against the County</u>. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

- (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor 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.
- Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- 16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.
- 17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

- (d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
- 18. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.
 - 20. Executory Clause. Notwithstanding any other provision of this Agreement:
- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (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.
- 21. <u>Entire Agreement</u>. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

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

| DANIELLE P. RELLA |
|----------------------------------|
| By: Dalla |
| Name: Danielle P. Rella |
| Title: Traffic Safety Educator |
| Date: 152015 |
| |
| NASSAU COUNTY |
| By: Of Ulis |
| Name: Change Robando |
| Title: Deputy County Executive |
| Title: a Deputy County Executive |
| Date: |

PLEASE EXECUTE IN BLUE INK

| STATE OF NEW YORK) |
|--|
|)ss.:
COUNTY OF NASSAU) |
| On the in the year 2015 before me personally came DANIELLE P. RELLA to me personally known, who, being by me duly sworn, did depose and say that she resides in the County of Suffolk; that she is the individual described herein and which executed the above instrument; and that she signed her name thereto. |
| NOTARY PUBLIC CHRISTOPHER M. MISTRON NOTARY PUBLIC, State of New York No. 01 Millo440039 Commission Expires May 22, 201 |
| STATE OF NEW YORK) |
|)ss.:
COUNTY OF NASSAU) |
| On the day of March in the year 2015 before me personally came harries to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Massau, 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 |

CCNCCTTA A PETRUCUI
Notary Public, Glade of New York
No. 01FER259026
Qualified in Nasseu County
Commission Expires April 02, 20

APPENDIX A

DANIELLE P. RELLA

01/01/15-12/31/15

| | DESCRIPTION | 4 - V | AMOUNT |
|---|-------------|-------|-----------|
| PERSONAL SERVICES: | | | |
| Danielle P. Rella
\$40.00 per hour for 615 hours | | \$ | 24,500.00 |

TRAVEL:

MATERIALS:

GENERAL EXPENSES:

GRAND TOTAL: \$ 24,500.00

Christopher M. Mistron STOP DWI Coordinator

Schedule "A"

Form of Case Review Report

FEB Case #

| | Review of Blood Alcohol Examination Worksheet | |
|--------|---|-------|
| | Blood alcohol Concentrations | |
| | Average Blood Alcohol Reported | |
| | Chromatography reviewed | |
| | Quality Controls and Standards reviewed (Within 4% of target) | |
| | Case number and analyst's initials on all documents | |
| | All attached documents | |
| | Final Report consistent with Data | |
| | · | |
| Reviev | yer; | Date: |
| | | |

Name:

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 contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L Certificate of Compliance In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following: 1. The chief executive officer of the Contractor is: (Name) (Address) (Telephone Number) 2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor 3. In the past five years, Contractor has 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 bodyinitiated judicial action _____ has ____ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or

investigation has been commenced, describe below:

benefits, labor relations, or occupational safety and health. If such a proceeding, action, or

| 5. | Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance. | | | |
|--|--|---|--|--|
| I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below. | | | | |
| /
Dated | 15/15 | Signature of Chief Executive Officer | | |
| | | <u>Danie/le P. Rella</u>
Name of Chief Executive Officer | | |

Sworn to before me this

Notary Public

CHRISTOPHER M. MICTRON
HOTARY PURIEC, State of How York
No. 01MicO44038
Qualified in Nesses County
Commission Expires May 22, 2015



Nassau County Interim Finance Authority

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

| - T7 v | v -) |
|--|--|
| 1. Vendor: Danlelle P. Rella | · |
| 2. Dollar amount requiring NIFA approval: \$ | 0 |
| Amount to be encumbered: \$ 24,500.00 | |
| This is a New Contract Adviser | ement Amond |
| If new contract - \$ amount should be full amount of contr
If advisement - MFA only needs to review if it is increasi
If amendment - \$ amount should be full amount of amount | ract
ing funds above the amount previously approved by NIBA |
| 3. Contract Term: 1/1/2015 - 12/31/2015 | |
| Has work or services on this contract commenced? | Yes ✓ No |
| If yes, please explain: | And Andrews All Co. |
| 4. Funding Source: | |
| Other | Grant Fund (GRT) Federal % State % County % |
| Is the cash available for the full amount of the contract? | |
| If not, will it require a future borrowing? | Yes No |
| Has the County Legislature approved the borrowing? | 110 |
| Has NIFA approved the borrowing for this contract? | Yes No V N/A |
| 5. Provide a brief description (4 to 7 and | Yes No N/A |
| 5. Provide a brief description (4 to 5 sentences) of t | the item for which this approval is requested: |
| annually to the STOP-DWI Coordinator for review. The contract provides grant money for
putting children at risk, promote drug and alcohol free driving safety, establish school act
use of safety equipment in motor vehicles including child safety soul advantion. Request | Il Grant Program. The contractual services are based upon a grant proposal that is submitted for an aducator to offer aducational and safety programs in an attempt to addross issues stirlles to aducate and promote safe driving. In addition the programs will also promote the sted amount has been approved by NYS DMV as part of submitted plan. |
| 6. Has the item requested herein followed all prope
Nassau County Attorney as to form | er procedures and the last |
| Nassau County Attorney as to form Nassau County Committee and/or Legislature | Yes No N/A |
| Date of approval(s) and citation to the resolution | Yes No N/A |
| Coothelon | where approval for this item was provided: |
| · | |
| | 1 |
| Identify all contracts (with dall) | |
| Identify all contracts (with dollar amounts) with the | his or an affiliated party within the prior 12 months |

AUTHORIZATION

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

| 1. 16 | District R | CASES DIRECTOR 3/3/2015 | | | |
|---|------------------------------|--|--|--|--|
| Signature | Title | Date Date | | | |
| Print Name | <u>></u> | | | | |
| | COMPTRO | LLER'S OFFICE | | | |
| To the best of my knowled
conformance with the Nas
Multi-Year Financial Plan | sau County Approved I | t the information listed is true and accurate and is in
Budget and not in conflict with the Nassau County | | | |
| Regarding funding, please | check the correct respo | onse: | | | |
| 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 bond | ling for this contract has l | been approved by NIFA. | | | |
| | | nbered but the project requires NIFA bonding authorization | | | |
| Signature | Title | Date | | | |
| 9 | | Date | | | |
| Print Name | | | | | |
| | | NIFA | | | |
| Amount being approved b | y NIFA: | | | | |
| Signature | Title | Date | | | |
| | | Date | | | |
| Print Name | | | | | |

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

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

NIFA reserves the right to request additional information as needed.

NIES PRODUCTION SYSTEM FAMILOZZU V4.Z 03/02/2015 . : LINK TO: GRANT SUMMARY INQUIRY 10:21 AM ACTIVE -BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE : FISCAL MO/YEAR : 03 2015 MAR 2015 GRANT END DATE: 06/30/2016 A GRANT : TS81 STOP-DWI PLAN : X5 GRANT DETAIL STOP-DWI PLAN 2015 CHARACTER OBJECT : X FUND TYPE FUND SUBFUND

| S O | BJECT | DESCRIPTION | BUDGET | ACTUAL | ENCUMBERED | BALANCE |
|------|--------|--------------------|-----------|--------|------------|------------|
| BI | D | FINES & FORFEITS | 1,268,200 | | | -1,268,200 |
| | | REVENUE TOTAL | 1,268,200 | | | -1,268,200 |
| BI | В | EQUIPMENT | 15,000 | | | 15,000 |
| DI | D | GENERAL EXPENSES | 15,000 | 1 | | 14,999 |
| DI | E | CONTRACTUAL SERVIC | 233,200 | ~ | | 233,200 |
| H | H | INTERFD CHGS - INT | 1,005,000 | | | 1,005,000 |
| | | EXPENDITURE TOTAL | 1,268,200 | 1 | | 1,268,199 |
| F1-1 | HELP | F2~SELECT | F4-PRIO | OR F5- | NEXT | 1,200,199 |
| F7-1 | PRIOR | PG F8-NEXT PG F9- | LINK | 20 | ., | |
| G014 | 4 - RI | ECORD FOUND | | | • | |

EAMLOZZU V4.Z LINK TO:

NIFS PRODUCTION SYSTEM GRANT SUMMARY INQUIRY

03/02/2015 10:21 AM

ACTIVE

BALANCE (Y,M,Q,A) : A

FUNDING PERIOD :

CURRENCY CODE :

FISCAL MO/YEAR : 03 2015 MAR 2015 GRANT END DATE: 06/30/2016 A

GRANT GRANT DETAIL

: TS81 STOP-DWI PLAN : X5 STOP-DWI PLAN 2015

CHARACTER

OBJECT

FUND TYPE

FUND

SUBFUND __________________

S OBJECT DESCRIPTION

BUDGET ACTUAL ENCUMBERED

BALANCE

~1

-1

REVENUE LESS EXPEN

F1-HELP

F2-SELECT

F4-PRIOR F5-NEXT

F7-PRIOR PG F8-NEXT PG F9-LINK

G012 - NEXT PAGE DISPLAYED

EARMOLUL V4.Z LINK TO:

NIES PRODUCTION SYSTEM VENDOR DETAIL

03/02/2015 / 10:19 AM

ACTIVE

FISCAL MO/YEAR : 10 2014 OCT 2014

BALANCE TYPE : 01 ENCUMBRANC

VENDOR DANIELLE P RELLA

POST DATE T/C DOCUMENT INDEX SUBOBJ BANK CHECK NO PERIOD

DUE DATE DESCRIPTION

AMOUNT

10/29/2014 103 CQTS14000051 01 TSGRT81000TH DE501

10 2014

STOP DWI AND TRAFFIC SAFETY EDUCATION

24,500,00

F1-HELP F2-SELECT F7-PRIOR PG F8-NEXT PG F9-LINK G014 - RECORD FOUND



Nassau County Interim Finance Authority

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

| 1. Vendor: | Danielle P. Rella | | | |
|---|--|--|-----------------------------|---------------------|
| 2. Dollar amount re | equiring NIFA approval: \$ 0 | | | |
| Amount to be en | cumbered: \$ 2,500.00 | | | |
| This is a | New Contract Advisement | _ Amendment | | |
| If new contract - \$ am
If advisement – NIFA | ount should be full amount of contract
only needs to review if it is increasing funds a
ount should be full amount of amendment onl | bove the amount pr | reviously approve | ed by NIFA |
| 3. Contract Term: | 1/1/2015 - 12/31/2015 | | | |
| Has work or servic | es on this contract commenced? | Yes | No | |
| If yes, please expla | in: | | | |
| 4. Funding Source: | | | | |
| General Fund Capital Impro | (GEN) ✓ Grant Fur
ovement Fund (CAP) | nd (GRT)
Federal %
State %
County % | 100% | |
| Is the cash available fo | or the full amount of the contract? | ✓ Yes | No | |
| | ire a future borrowing? | Yes | No | |
| Has the County Legisla | ature approved the borrowing? | Yes | No _ V | / N/A |
| Has NIFA approved th | ne borrowing for this contract? | Yes | No | / N/A |
| 5. Provide a brief de | escription (4 to 5 sentences) of the item | for which this a | pproval is requ | iested: |
| for an educator to offer educati | i services contract through the Nassau County STOP-DWI Grant Program. A
contractual services are based upon a grant proposal that is submitted annua
fonal and safety programs in an attempt to address issues putting children a
ring. In addition the programs will also promote the use of safety equipment
wed 2015 STOP DWI plan. | illy to the STOP-DWI Coordinator | for review. The contract pr | rovides grant money |
| 6. Has the item req | uested herein followed all proper proc | edures and there | by approved b | v the: |
| | | No | N/A
N/A | |
| Date of approval | (s) and citation to the resolution where | approval for thi | s item was pro | vided: |
| | | | | |
| | | | | |
| r Identify all control | agts (with dollar amounts) | | | |
| 7. Ruentily an contra | acts (with dollar amounts) with this or | an ammated part | y within the pi | rior 12 months |
| | | | | |
| L | | | | |

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.

| Coslary | r Allan | 1/25/16 |
|---|---|--|
| Signature | Title | Date |
| Print Name | | |
| | COMPTROLLER' | 'S OFFICE |
| To the best of my knowl
conformance with the N
Multi-Year Financial Pla | lassau County Approved Budget : | formation listed is true and accurate and is in and not in conflict with the Nassau County |
| Regarding funding, plea | se check the correct response: | |
| I certify that the f | iunds are available to be encumb | ered pending NIFA approval of this contract. |
| If this is a capital projec I certify that the bo | t:
onding for this contract has been app | |
| Signature | Title | Date |
| Print Name | | |
| | NIFA | |
| Amount being approved | by NIFA: | · |
| Signature | Title | Date |
| | | |
| Print Name | | |

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

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

NIFA reserves the right to request additional information as needed.

E-51-16

COUNTY OF NASSAU

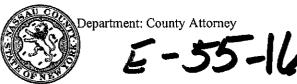
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

| 1. | Name of the Entity: Danielle P. Rella |
|---------|--|
| | Address: |
| | City, State and Zip Code: |
| 2. | Entity's Vendor Identification Number |
| 3. | Type of Business:Public CorpPartnershipJoint Venture |
| | Ltd. Liability CoClosely Held CorpCONTRACTOTOther (specify) |
| of Join | List names and addresses of all principals; that is, all individuals serving on the Board of cors or comparable body, all partners and limited partners, all corporate officers, all parties at Ventures, and all members and officers of limited liability companies (attach additional if necessary): |
| | |
| | And the second s |
| | |
| | |
| | |
| | List names and addresses of all shareholders, members, or partners of the firm. If the holder is not an individual, list the individual shareholders/partners/members. If a Publicly Corporation, include a copy of the 10K in lieu of completing this section. |
| | 26:1 CJ S- AAM d105 |
| | RECEIVED OLERK OF THE LEGISLATURE |

Page 2 of 4

| (b) Describe lobbying activites. | ty of each lobbyist. See below for a complete |
|--|--|
| N/A_ | |
| | |
| | |
| | |
| (c) List whether and where lassau County, New York State): | the person/organization is registered as a lobbyist (e.g., |
| N/A | |
| | |
| | |
| 8. VERIFICATION: This section contractor or Vendor authorized as a section of the contractor of the co | n must be signed by a principal of the consultant, signatory of the firm for the purpose of executing Contract |
| The undersigned affirms and so swear statements and they are, to his/her knows | rs that he/she has read and understood the foregoing owledge, true and accurate. |
| Dated: ///9//6 | Signed: Mello |
| | Print Name: Danielle Rella |
| | Title: Traffic Safety |

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



Contract Details

SERVICES: Special Counsel

NIFS ID #: CQAT16000001 NIFS Entry Date: 12/18/2015 Term: September 29, 2015 - Completion

| New 🛛 Renewal 🔲 | 1) Mandated Program: | Yes 🔲 | No 🗵 |
|--------------------------|--|----------|------|
| Amendment | 2) Comptroller Approval Form Attached: | Yes 🛛 | No 🗌 |
| Time Extension | 3) CSEA Agmt. § 32 Compliance Attached: | Yes 🔲 | No 🛛 |
| Addl. Funds | 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes 🛛 | No 🗆 |
| Blanket Resolution RES# | 5) Insurance Required | Yes 🛛 | N₀□ |
| , | | <u> </u> | |

Agency Information

| North North | |
|--|--|
| Name Wilson Elser Moskowitz Edelman & Dicker LLP | Vendor ID#
132679447 |
| Address 666 Old Country Road Suite 510 | Contact Person Robert A. Spolzino, Esq. |
| Garden City, New York 11530 | Phone (914) 872-7497 |

| Address 1 West St. Mineola, New York 11501 | Department Contact | 是你的价值。 |
|---|--------------------|--------------|
| 1 West St. | Jaciyn Delle | |
| - 1 | Address | |
| Mineola, New York 11501 | 1 West St. | |
| | Mineola, New | V York 11501 |
| | (516) 571-30 | 134 |

Routing Slip

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Azisis | SIKARWANITA | the Rest Asymptotical Control of the Asymptotical Control |
|--------------------|---------------------|--|--------------------------------|--|---|
| | Department | NIFS Entry (Dept)
NIFS Appvl (Dept, Head) | | Co L | |
| | ОМВ | NIFS Approval | 1/26/16 | Loughil Shilis | Yes No Not required if blanket resolution |
| 1/28/16 | County Attorney | CA RE&I Verification | 1/29/16 | | |
| 1/29/16 | County Attorney | CA Approval as to form | Ø 2/1/16 | Jackyeste | Yes No No |
| | Legislative Affairs | Fw'd Original K to CA | 10/16 | Concette /1 | () C |
| | Rules 🔲 / Leg. 🔲 | | | | |
| | County Attorney | NIFS Approval | | | |
| | County Comptroller | NIFS Approval | -BS S € | 701 FEB 10 F | |
| 1/10/16 | County Executive | Notarization
Filed with Clerk of the Leg. | 3) re//// | HE THE STATE OF TH | |



Contract Summary

| Description: New outside counsel contract. |
|--|
| Purpose: New outside counsel contract to advise and represent the County in any actions necessary to protect the County's interests regarding the blockage of County owned drainage pipes in the Town of North Hempstead, including but not limited to the blockage under Rushmore Street in New Cassel. |
| Method of Procurement: A Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. Wilson Eiser Moskowitz Edelman & Dicker LLP has been added to this panel. The firm was selected from the RFQ panel based on the firm's expertise in the subject matter, experience, and availability. |
| Procurement History: See method of procurement above. Additionally, Wilson Elser has other contracts with the County. |
| Description of General Provisions: As described above. |
| Impact on Funding / Price Analysis: \$125,000.00 |
| Change in Contract from Prior Procurement: N/A |
| Recommendation: Approve as submitted. |

Advisement Information

| E INDIXARITECCOMES | | | |
|--------------------|-------|--|--|
| Fund: | GEN | | |
| Control: | AT | | |
| Resp: | 1100 | | |
| Object: | DE502 | | |
| Transaction: | | | |

| FILINALDINZERSZOJURZET# | s: Vivi(ofm/arc) |
|-------------------------|------------------|
| Revenue Contract | 30.00.00.00.00 |
| County | \$125,000.00 |
| Federal | \$ |
| State | \$ |
| Capital | \$ |
| Other | \$ |
| TOTAL | \$125,000.00 |

| ALGEODY MARKETON ZAKORAL SIMBLE! | TIPRIBICATA- |
|--|-----------------|
| 1 ATGEN1100/DE502 | \$125,000.00 |
| 2 mm marrow and a segment of the seg | \$ |
| 3 | \$ |
| 1. 4. 4. (Just 3 1/29/1 | 6 \$ |
| 5 | |
| 31.16 | \$ |
| TOT | AL \$125,000.00 |

| SECONDARY SECONDARY | 9/ 4 0 |
|---------------------|---------------|
| % Increase | |
| % Decrease | |

| | en a | | | |
|----------------------|------|---|-------|--|
| ocument Prepared By: |
 | - | Date: | |

| 45 Certification of the Profession of the Profes | every activated in the continue of the continu | |
|--|--|-----------------------|
| I certify that this document was accepted into NiFS. | I certify that an unencumbered balance sufficient to cover this contract is
present in the appropriation to be charged. | Name WWI |
| Name | Name | 2/10/16 |
| Date | Date | (For Office Use Only) |
| | | E #: |

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

WHEREAS, the Nassau County Attorney has executed a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the special counsel contract entered into by the Nassau County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP.



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: Wilson Elser | Moskowitz | Edelman | & | Dicker | LLP |
|--|--|---|---|--------------------|--|
| (CQAT16000001) | | | | | |
| , | | | | | |
| CONTRACTOR ADDRESS: 666 Old Cou | intry Road, Si | uite 510, | Gard | en City, | New |
| York 11530 | , | · | | • . | |
| | | | | | |
| FEDERAL TAX ID #: 132679447 | | | | | |
| | | | | | |
| | | | | | |
| Instructions: Please check the appropria | te box ("図") | after on | e of 1 | the follo | wing |
| | | | | | |
| | | | | | , |
| roman numerals, and provide all the reque | | | | | /B |
| roman numerals, and provide all the reque | ested informat | ion. | | | |
| roman numerals, and provide all the reque | ested informat
est, responsible | ion.
e bidder a | ifter a | dvertise | ement |
| roman numerals, and provide all the request. □ The contract was awarded to the lower for sealed bids. The contract was awarded | ested informat
est, responsible
after a request | ion. bidder a for sealed | ı fter a
l bids | dvertise
was pu | ement
blished |
| I. The contract was awarded to the lower for sealed bids. The contract was awarded in [date]. The sealed bids were publicly opened on | ested informat
est, responsible
after a request | ion. bidder a for sealed | ı fter a
l bids | dvertise
was pu | ement
blished |
| roman numerals, and provide all the reque | ested informat
est, responsible
after a request | ion. bidder a for sealed | ı fter a
l bids | dvertise
was pu | ement
blished |
| I. The contract was awarded to the lower for sealed bids. The contract was awarded in [date]. The sealed bids were publicly opened on sealed bids were received and opened. | ested informatest, responsible after a request [newspaper] | ion. bidder a for sealed on [d | ofter a l bids ate] | dvertise
was pu | ement
blished |
| I. The contract was awarded to the lower for sealed bids. The contract was awarded in [date]. The sealed bids were publicly opened on sealed bids were received and opened. II. The contractor was selected pursuan | ested informat st, responsible after a request [newspaper] t to a Request | ion. bidder a for sealed on [d] | ofter a l bids ate] | dvertise
was pu | ement
blished
[#] of |
| I. The contract was awarded to the lower for sealed bids. The contract was awarded in [date]. The sealed bids were publicly opened on sealed bids were received and opened. II. The contractor was selected pursuan The Contract was entered into after a written requirement. | ested informat est, responsible after a request [newspaper] t to a Request lest for proposals | for Proper was issue | ofter a l bids ate] osals. d on _ | dvertise
was pu | ement
blished
[#] of |
| I. The contract was awarded to the lower for sealed bids. The contract was awarded in [date]. The sealed bids were publicly opened on sealed bids were received and opened. II. The contractor was selected pursuan The Contract was entered into after a written requiproposers were made aware of the availability of | ested informat est, responsible after a request [newspaper] t to a Request lest for proposals the RFP by adve | for Proper was issue | after a d bids ate] osals. d on _ n News | was pu | ement blished [#] of otential ting on |
| I. The contract was awarded to the lower for sealed bids. The contract was awarded in [date]. The sealed bids were publicly opened on sealed bids were received and opened. II. The contractor was selected pursuan The Contract was entered into after a written required proposers were made aware of the availability of industry websites, via email to interested parties and | ested informatest, responsible after a request [newspaper] t to a Request lest for proposals the RFP by adverse by publication of | for Proper was issue rtisement in the Count | ofter a l bids ate] osals. d on n News | was pu | ement blished [#] of otential ting on website. |
| I. The contract was awarded to the lower for sealed bids. The contract was awarded in [date]. The sealed bids were publicly opened on sealed bids were received and opened. II. The contractor was selected pursuan The Contract was entered into after a written required proposers were made aware of the availability of industry websites, via email to interested parties and Proposals were due on propo | ested informatest, responsible after a request [newspaper] t to a Request lest for proposals the RFP by advest by publication of sals were received. | for Proper was issue rtisement in the Counter | ofter a l bids ate] osals. d on _ n News y proculuated. | was pu | ement blished [#] of otential ting on vebsite. |
| I. The contract was awarded to the lower for sealed bids. The contract was awarded in [date]. The sealed bids were publicly opened on sealed bids were received and opened. II. The contractor was selected pursuan The Contract was entered into after a written required proposers were made aware of the availability of industry websites, via email to interested parties and | ested informatest, responsible after a request [newspaper] t to a Request lest for proposals the RFP by adversals were received proposals were second pro | for Proper was issue rtisement in the Counter | ofter a l bids ate] osals. d on _ n News y proculuated. | was pu | ement blished [#] of otential ting on vebsite. |

| III. X This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on [date]. This is renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RF (copies of the relevant pages are attached). The original contract was entered intafter |
|--|
| [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county. |
| IV. X Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal. |
| ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR: |
| X B. A Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. Wilson Elser Moskowitz Edelman & Dicker LLP has been added to this panel. The firm was selected from the RFQ panel based on the firm's expertise in the subject matter, experience, and availability. |
| V. — Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals. |
| A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner. |
| ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached). |
| C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract. |

□ D. Pursuant to General Municipal Law2Section 119-0, the department is purchasing the services

required through an inter-municipal agreement.

VI.

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

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

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

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

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

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

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

Department Head Signature

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 09/15

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP, with an office located at 666 Old Country Road, Suite 510, Mineola, New York 11501 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

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

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services.

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

- 1. <u>Term</u>. This Agreement shall commence on September 29, 2015 and shall terminate upon completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.
- 2. <u>Services</u>. The services to be provided by Counsel under this Agreement shall consist of advising and representing the County in any actions necessary to protect the County's interests regarding the blockage of County owned drainage pipes in the Town of North Hempstead, including but not limited to the blockage under Rushmore Street in New Cassel ("<u>Services</u>"). Services shall include, but not be limited to: initiating the actions; providing legal advice; motion practice; pretrial discovery; trial; appeals; transactional related issues; and such other Services as may be required to fully represent the County.
- 3. <u>Payment</u>. (a) <u>Amount of Consideration</u>. (1) The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of One Hundred Twenty-five Thousand Dollars (\$125,000.00) ("<u>Maximum Amount</u>"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i) Partner/Of Counsel: \$275.00

(ii) Associate: \$255.00

(iii) Paralegal/Law Clerk: \$90.00

- (2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.
 - (b) <u>Vouchers</u>; Voucher Review, Approval and Audit. Payment shall be made to Counsel in

arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "<u>Voucher</u>") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "<u>Comptroller</u>").

- (c) <u>Timing of Payment Claims</u>. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.
- (d) <u>Expenses and Disbursement</u>. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for expert costs, messengers, investigators, trial preparation services and other legitimate expenses. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements or any expense or disbursement not listed in this paragraph.
- (e) <u>No Duplication of Payments</u>. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.
- (f) <u>Payments in Connection with Termination or Notice of Termination</u>. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.
- 4. <u>Independent Contractor</u>. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "<u>Counsel Agent</u>"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
- 6. <u>Compliance with Law</u>. (a) <u>Generally</u>. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time,

enacted, or adopted.

- (b) <u>Nassau County Living Wage Law.</u> Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:
 - (i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;
 - (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
 - (iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.
- (c) <u>Records Access</u>. The parties acknowledge and agree that all records, information, and data ("<u>Information</u>") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.
- 7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.
- 8. <u>Service Standards</u>. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
 - 9. No Conflict Representation. During the term of this Agreement, Counsel shall not

represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

- 10. <u>Indemnification</u>; <u>Defense</u>; <u>Cooperation</u>. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "<u>Indemnified Parties</u>") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, <u>provided</u>, <u>however</u>, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.
 - (d) The provisions of this Section shall survive the termination of this Agreement.
- 11. <u>Insurance</u>. (a) <u>Types and Amounts</u>. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.
- (b) Acceptability: Deductibles: Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.
- (c) <u>Delivery</u>; <u>Coverage Change</u>; <u>No Inconsistent Action</u>. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of

this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

- 12. <u>Assignment; Amendment; Waiver; Subcontracting</u>. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "<u>County Executive</u>"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
- 13. <u>Termination</u>. (a) <u>Generally</u>. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

- (b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- (c) <u>Counsel Assistance upon Termination</u>. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.
- 14. Accounting Procedures; Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles or such other standard accounting principles that are acceptable within the industry and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit

and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

- 15. <u>Limitations on Actions and Special Proceedings against the County</u>. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.
- (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.
- 17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- 18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.
 - 19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision

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

- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- (d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
- 20. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 21. <u>Administrative Service Charge</u>. Counsel agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.
 - 22. Executory Clause. Notwithstanding any other provision of this Agreement:
- (a) <u>Approval and Execution</u>. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) <u>Availability of Funds</u>. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.
- 23. <u>Entire Agreement</u>. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

| By: Casper |
|--|
| Name: ROBERT A. SPOLZINO |
| Title: PARTURE |
| Date: DESUM 10, 2015 |
| |
| NASSAU COUNTY |
| Ву: |
| Name: Carnell Foskey
Title: <u>County Attorney</u> |
| Date: |
| NASSAU COUNTY |
| By: |
| Name: Title: County Executive □ Deputy County Executive |

PLEASE EXECUTE IN BLUE INK

| STATE OF NEW YORK) | |
|--|------|
|)ss.: | |
| COUNTY OF NASSAU) | |
| | |
| On the lot day of Deemser in the year 20 15 before me personally came Ruser A Sporting to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Weiner ; that he or she is the Partie of William East , the corporation describ herein and which executed the above instrument; and that he or she signed his or her name theret | |
| RUBGET A SPOLZING to me personally known, who, being by me duly sworn, did | |
| depose and say that he or she resides in the County of WEIRWEFER ; that he or she is the | |
| PARTHER Of WILLIAM EUCH , the corporation describ | ed |
| herein and which executed the above instrument; and that he or she signed his or her name theret | 0 |
| by authority of the board of directors of said corporation. | |
| 12011 | |
| NOME DE DES DE LA PROPERTIE DE | |
| NOTARY PUBLIC | |
| IRENÉ F. MILLER
NOTARY PUBLIC, Staté of New York | |
| No. 01MI8015135, Dutch Cnty. | |
| Term Expires October 26, 2018 | |
| STATE OF NEW YORK) | |
|)ss.: | |
| COUNTY OF NASSAU) | |
| ~ | |
| On the 4th day of January in the year 2016 before me personally came | |
| On the 4th day of January in the year 2016 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he | |
| recides in the County of Nassau: that he is the County Attorney for the County of Nassau, u | ıе |
| municipal corporation described herein and which executed the above instrument; and that he | |
| signed his name thereto pursuant to Law, including Nassau County Charter Section 1101. | |
| 1 1 | |
| NOTARY PUBLIC VOLLETAL JACLYN DELLE Notary Public, State of New York | |
| NOTARY PUBLIC FOLLY AND JACLYN DELLE | |
| Notary Public, State of New York No. 02DE6305114 | |
| Qualified in Nassau County | |
| STATE OF NEW YORK) Commission Expires on June 2, 20 18 | |
|)ss.: | |
| COUNTY OF NASSAU) | |
| | |
| On the day of in the year 20 before me personally came | |
| to me personally known, who, being by me duly sworn, did | |
| On theday ofin the year 20 before me personally cameto me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of; that he or she is a County Executive of the County of Nassau, the municipal corporation described herein and that he or she signed his or her name thereto pursuant and that he or she signed his or her name thereto pursuant and that he or she signed his or her name thereto pursuant and that he or she signed his or her name thereto pursuant and that he or she signed his or her name thereto pursuant and that he or she signed his or her name thereto pursuant and that he or she signed his or her name thereto pursuant and that he or she signed his or her name thereto pursuant and that he or she signed his or her name thereto pursuant and that he or she signed his or her name thereto pursuant and that he or she signed his or her name thereto pursuant and that he or she signed his or her name thereto pursuant and that he or she signed his or her name thereto pursuant and that he or she signed his or her name thereto pursuant and that he or she signed his or her name thereto pursuant and that he or she signed his or her name thereto pursuant and that he or she signed his or her name thereto pursuant and the or she signed his or her name the same that he or she signed his or her name the same that he or she signed his or her name the same that he or she signed his or her name the same that he or she signed his or her name the same that he or she signed his or her name the same that he or she signed his or her name the same that he or she signed his or her name the same that he or she signed his or her name that he or she signed his or her name that he or she signed his or her name that he or she signed his or her name that he or she signed his or her name that he or she signed his or her name that he or she signed his or her name that he or she signed his or her name that he or she signed his or her name that he or she signed his | |
| County Executive of the County of Nassau, the municipal corporation described herein and | 1 |
| which executed the above instrument; and that he of alle signed ind of not hant district parameters. | ıt t |
| Section 205 of the County Government Law of Nassau County. | |

NOTARY PUBLIC

Appendix EE Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional antidiscrimination 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:

| | Name T. M. AAAM | |
|----|--|---|
| | DANIER J. Mc MAHA | (Name) |
| | | (Address) |
| | (Tele | ephone Number) |
| | The Contractor agrees to either (1) comply with the requirements of the Nativing Wage Law or (2) as applicable, obtain a waiver of the requirements pursuant to section 9 of the Law. In the event that the Contractor does not requirements of the Law or obtain a waiver of the requirements of the Law Contractor establishes to the satisfaction of the Department that at the time this Agreement, it had a reasonable certainty that it would receive such was Law and Rules pertaining to waivers, the County will agree to terminate the imposing costs or seeking damages against the Contractor | of the Law
comply with the
v, and such
ne of execution of
niver based on the |
| 3, | In the past five years, Contractor has has not been found be government agency to have violated federal, state, or local laws regulating or benefits, labor relations, or occupational safety and health. If a violatio assessed against the Contractor, describe below: | ; payment of wages |
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| | 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. | | | | | |
| it is tr | by certify that I have read the foregoing statement and, to the best of my knowledge and belief, ue, correct and complete. Any statement or representation made herein shall be accurate and s of the date stated below. Signature of Chief Executive Officer | | | | | |
| _ ,,,, | Daniel J. Mc Mahan Name of Chief Executive Officer | | | | | |
| 14
Has | to before me this th day of Alcember, 2015 the Public Provitello | | | | | |
| | KATHLEEN J. PISCITELLO OFFICIAL SEAL Notary Public - State of Illinois My Commission Expires | | | | | |

COUNTY OF NASSAU

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

| 1. | Name of the Entity: Wilson ELSER Mosicours EDELMAN DICKER LIP |
|------------------------|--|
| | Address: 666 OLD GULTEN RUDD, SVICE STO |
| | City, State and Zip Code: GARDEN CIM NY 11530 |
| 2. | Entity's Vendor Identification Number: 132679447 |
| 3. | Type of Business:Public CorpPartnershipJoint Venture |
| | Ltd. Liability CoClosely Held CorpOther (specify) |
| of Join
sheets | List names and addresses of all principals; that is, all individuals serving on the Board of ors or comparable body, all partners and limited partners, all corporate officers, all parties it Ventures, and all members and officers of limited liability companies (attach additional if necessary): |
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| | |
| 5.
shareh
held C | List names and addresses of all shareholders, members, or partners of the firm. If the holder is not an individual, list the individual shareholders/partners/members. If a Publicly Corporation, include a copy of the 10K in lieu of completing this section. See Attacues |
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| | |

Page 2 of 4

| Page 3 of 4 | | | | |
|---|--|---|---|----------|
| (b)
description of | Describe lobbying activity lobbying activity | of each lobbyist. | See page 4 of 4 for a complete | |
| | N/A | **** | | |
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| Nassau County | List whether and where the New York State): | e person/organiza | tion is registered as a lobbyist (e.g. | , |
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| 8. VERIF contractor or V | ICATION: This section magnetic representation of the section of th | nust be signed by
natory of the firm | a principal of the consultant,
for the purpose of executing Contra | acts |
| | ed affirms and so swears they are, to his/her knowl | | d and understood the foregoing curate. | |
| Dated: DEC | EMBGA 10 2115 | Signed: | ARTHOR | |
| | | Print Name: | RUBBERT A SPOLZEM | <u>-</u> |
| | | Title: P | ARTHOR | |

:

| 100500 Hoffman, Jerry S | | | Alhanu | Equity Partner Albany 518-449-8893 677 Broadway; A | 677 Broadway: Albany NY 12207 |
|---------------------------------|----------|----------------------------|-------------|--|--|
| | ¥ | Equity Partner Albany | Albairy | | |
| 100465 Lauricella, Peter A | ∢ | Equity Partner Albany | Albany | 518-449-8893 | 677 Broadway, Albany, NY 12207 |
| 101322 Marrello, Lisa M | Ą | Equity Partner Albany | Albany | 518-449-8893 | 677 Broadway; Albany, NY 12207 |
| | Ā | Equity Partner Albany | Albany | 518-449-8893 | 677 Broadway; Albany, NY 12207 |
| 101124 Russell, Angela Williams | | Equity Partner Battimore | Battimore | 410-539-1800 | 500 East Pratt Street - Suite 600; Baltimore, MD 21202 |
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| 100168 Rockas, George C | Y. | Equity Partner Boston | Boston | 617-422-5300 | 260 Franklin Street - 14th Floor; Boston, MA 02110 |
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| 102125 Heller, Bennett R | A | Equity Partner Chicago | Chicago | 312-704-0550 | 55 West Monroe Street - Suite 3800; Chicago, IL 60603 |
| 101578 Holmes, David M | A | Equity Partner | Chicago | 312-704-0550 | 55 West Monroe Street - Suite 3800; Chicago, IL 60603 |
| 102422 McMahon, Daniel J | ٧ | Equity Partner | | 312-704-0550 | 55 West Monroe Street - Suite 3800; Chicago, IL 60603 |
| 102186 Murray Jr, Thomas F | | Equity Partner | Chicago | 312-704-0550 | 55 West Monroe Street - Suite 3800; Chicago, IL 60603 |
| 102192 Rothmann, Rebecca M | Σ | Equity Partner | | 312-704-0550 | 55 West Monroe Street - Suite 3800; Chicago, IL 60603 |
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| 100590 Thurston, James K | A | Equity Partner | | 312-704-0550 | 55 West Monroe Street - Suite 3800; Chicago, IL 60603 |
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| | | Equity Partner | Dallas | 214-698-8000 | Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202 |
| | α. | | Dallas | 214-698-8000 | Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202 |
| \neg | ∢ | | - 1 | 214-698-8000 | Bank of America Plaza - 901 Main Street - Suite 4800; Dallas,,TX 75202 |
| | 4 | Equity Partner | | 214-698-8000 | Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202 |
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| Dougherty, Eugene | <
a. | Equity Partner | Los A | 213-443-5100 | 555 S. Flower Street - Suite 2900; Los Angeles, CA 90071 |
| | ۷ | Equity Partner | Los Angeles | 213-443-5100 | 555 S. Flower Street - Suite 2900; Los Angeles, CA 90071 |
| | | Equity Partner | Los Angeles | 213-443-5100 | |
| | | Equity Partner Los Angeles | Los Angeles | 213-443-5100 | 555 S. Flower Street - Suite 2900; Los Angeles, CA 90071 |
| | ∢ | | Los Angeles | 213-443-5100 | 555 S. Flower Street - Suite 2900; Los Angeles, CA 90071 |
| | ∢ | | | 213-443-5100 | 555 S. Flower Street - Suite 2900; Los Angeles, CA 90071 |
| | 4 | | | 213-443-5100 | 555 S. Flower Street - Suite 2900; Los Angeles, CA 90071 |
| | ∢ | | Los Angeles | 213-443-5100 | 555 S. Flower Street - Suite 2900; Los Angeles, CA 90071 |
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| | ∢ | | | 313-327-3100 | Laurel Office Park III; 17197 N. Laurel Park Drive, Suite 201; Livonia, MI 48152 |
| | <u> </u> | | | 414-276-8816 | 740 N. Plankinton Avenue - Suite 600; Milwaukee, WI 53203 |
| | 4 | - | | 414-276-8816 | 740 N. Plankinton Avenue - Sufte 600; Milwaukee, WI 53203 |
| 104059 Billek,Maxwell L | ٧ | Equity Partner | New Jersey | 973-624-0800 | 200 Campus Drive; Florham Park, NJ 07932 |

| AL/T. Job.Code : (2) Office Locations Office Main Phone Numbers Office Address | 00 200 Campus Drive; Florham Park, NJ 07932 | 00 200 Campus Drive; Flortham Park, NJ 07932 | | | | | | | | | | | 00 150 East 42nd Street, New York, NY 10017 | 00 150 East 42nd Street; New York, NY 10017 | | | | 00 150 East 42nd Street; New York, NY 10017 | 00 150 East 42nd Street; New York, NY 10017 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | D0 Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103 |
|--|---|--|---------------------------|--------------------------|----------------|---------------------------|---------------------------|---------------------------|---------------------------|-------------------|---------------|-------------------------|---|---|-------------------------|-------------------------|-------------------------|---|---|-------------------------|----------------|-------------------------|-------------------------|---------------------------|-------------------------|--------------------|-------------------------|-------------------|-------------------------|-------------------------|-------------------------|-------------------------|---------------------------|-------------------------|------------------------|-------------------------|-------------------------|-----------------|---------------------|-------------------------|---------------------|------------------------|------------------|-----------------------------|-----------------------------|-----------------------|-----------------|-------------------|--|
| Office Main | 973-624-0800 | 973-624-0800 | 973-624-0800 | 973-624-0800 | 973-624-0800 | 973-624-0800 | 973-624-0800 | 973-624-0800 | 973-624-0800 | 973-624-0800 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 407-203-7599 | 407-203-7599 | 215-627-6900 | 215-627-6900 | 215-627-6900 | 215-627-6900 | 215-627-6900 | 215-627-6900 | 215-627-6900 |
| I Job Code () Office Locations | Equity Partner New Jersey | Equity Partner New Jersey | Equity Partner New Jersey | | | Equity Partner New Jersey | Ž | New | Equity Partner New York | Equity Partner New York | Equity Partner New York | Equity Partner New York | Equity Partner New York | Equity Partner New York | Equity Partner New York | Equity Partner New York | Equity Partner New York | GPP New York | Equity Partner New York | Equity Partner New York | Equity Partner New York | Equity Partner New York | | Equity Partner New York | | Equity Partner New York | Equity Partner New York | Equity Partner New York | New | | Equity Partner New York | | | Equity Partner New York | | Equity Partner Orlando | | Equity Partner Philadelphia | Equity Partner Philadelphia | _ | | Philac | Fourty Partner Philadelphia |
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| Name | Brown, Kenneth M | Flores, Daniel F | Gottilla,Roger R | Hopkinson Kelly, Barbara | Krauss, Kurt W | | O'Connor, Carolyn F | Quinn, Thomas F | | Turner, Michael P | Bialek,Adam R | Bottari, Paul J | Boule, Eugene T | Calazzo, Nicholas R | Dell, Gregory J | Dimarco, Erik C | Endick, Marshal | Fuerth, Glenn J | Gregory, Robin N | Hirsch, Irving B | Hyland, Thomas | Kent, Steven S | Leghorn, Thomas | Lum, Larry H | Malfa, Frances | Ottombrino, Lois K | Pariser, Robert J | Roer, Ricki Ellen | Rosen, Adam B | Rubenstein, Richard H | Schaffer, Scott R | Sheiffer, David S. | Stevens, Michael N | Stopnik, Scott H | Tompkins III, George N | Tonorezos, Anastasios F | Turner, Ryan M | Weber, Robert M | Wilson Jr, Thomas W | Zibas, Jura C | Freeman, Nicholas D | McDonough, Sean M | Bachrach, Joshua | Bogutz, Marc L | Cawley, Michael J | Clemente, Salvatore A | Dryer, Jonathan | Kavanagh, Kevin T | Wilkinson Kathleen D |
| EMPLID Name | 103323 | 103991 | 104659 | 101753 | 101619 | 103297 | 101649 | 101782 | 101644 | 104657 | 100455 | 101194 | 101029 | 100296 | 100977 | 100501 | 100897 | 100754 | 1100751 | 100271 | 101477 | 100421 | 100788 | 101404 | 101272 | 101007 | 101846 | 101284 | 100351 | 100708 | 100471 | 101451 | 101088 | 100435 | 103242 | 101470 | 102464 | 102079 | 101214 | 104308 | 102777 | 101879 | 103632 | 105075 | 101939 | 101698 | 101977 | 101550 | 101597 |

| | Name | 14/1 T. | Llob Code | Office Location | Office Location - Office Main Phone Number Office Address | Office Address |
|--------|---------------------------|---------|------------------------|-----------------------------|---|--|
| ı | Bushner Ronald S | 4 | Equity Partner | _ | 415-433-0990 | 525 Market Street - 17th Floor; San Francisco, CA 94105 |
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| 101398 | Garson, Edward P | 4 | Equity Partner | † | 415-433-0990 | 525 Market Street - 17th Floor; San Francisco, CA 94105 |
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| 102525 | Publicover, Adrienne C | ٧ | Equity Partner | | 415-433-0990 | 525 Market Street - 17th Floor; San Francisco, CA 94105 |
| 100931 | Baiocco, Joseph C | Ķ | Equity Partner | er Stamford | 203-388-9100 | 1010 Washington Boulevard; Stamford, CT 06901 |
| 100737 | Brown, Stephen P | < | Equity Partner | | 203-388-9100 | 1010 Washington Boulevard; Stamford, CT 06901 |
| 100654 | Del Gatto, Brian T | 4 | Equity Partner | er Stamford | 203-388-9100 | 1010 Washington Boulevard; Stamford, CT 06901 |
| 101915 | Goodson, Robert W | < | Equity Partner | | 202-626-7660 | 700 11th Street, NW - Suite 400; Washington, D.C. 20001 |
| 104058 | Sandza, Elizabeth B | 4 | Equity Partner | Wash | 202-626-7660 | 700 11th Street, NW - Suite 400; Washington, D.C. 20001 |
| 102726 | Wallace, Robert B | ∢ | GPP | | 202-626-7660 | 700 11th Street, NW - Suite 400; Washington, D.C. 20001 |
| 104435 | Janis, Rodney J | < | Equity Partner | West | 561-515-4000 | 222 Lakeview Avenue - Suite 800; West Palm Beach, FL 33401 |
| 101126 | Beron, Helmut | < | Equity Partner | White | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| 101210 | Boulhosa, Michael L | ∢ | Equity Partner | er White Plains | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| 100603 | Brett, Harry P | 4 | Equity Partne | Equity Partner White Plains | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| 100589 | Derrico, Donald G | Ą | Equity Partner | er White Plains | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| 100851 | Despotakis, Constantine A | 4 | Equity Partner White | er White Plains | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| 104009 | Ellick, Ross J | ⋖ | Equity Partner White | er White Plains | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| 101519 | Feinberg, Glen S | ⋖ | Equity Partner White | er White Plains | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| 101363 | Flannery, John M | < | Equity Partner | er White Plains | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| 101296 | Friedberg, Alan | ∢ | Equity Partner | er White Plains | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| 101358 | Gambardella, Thomas | 4 | Equity Partner White | er White Plains | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| 100542 | Geraghty, Patrick D | ٧ | Equity Partner White | er White Plains | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| | Jordan, Laura B | Α | Equity Partner White | er White Plains | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| 101185 | Larkin,Peter J | ∢ | Equity Partner White | White | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| 101059 | Ledwin, Mark G | ٨ | Equity Partner | White | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| 101520 | Manchisi, Francis P | ٧ | Equity Partner | White | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| 101918 | Manisero, Thomas R | Α. | Equity Partner | er White Plains | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| 100679 | Marcellino, Stephen | ۷ | Equity Partner White | er White Plains | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| | Meisels, Peter A | ⋖ | GPP | White Plains | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| | Mermelstein, Richard | ٧ | Equity Partner White | er White Plains | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| 101215 | Miller, Stuart A | ٧ | Equity Partner White | | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| | Morio, John D | ٧ | Equity Partner White | er White Plains | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| 100272 | O'Brien,H Michael | ∢ | Equity Partner White | er White Plains | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| 101226 | O'Brien, James F | ¥ | Equity Partner | White | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| 100656 | Pernicone, Carl J | ٧ | Equity Partner | White | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| 100297 | Quaranta,Philip | A | Equity Partner | White | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| 101020 | Rabinowitz, Wayne I | ∢ | Equity Partner | er White Plains | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| 101158 | Roarke, Robert F | ٧ | Equity Partner White | | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| 100300 | Ross, Mathew P | ⋖ | Equity Partner White | er White Plains | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| 101452 | Sauter, Eric J. | ⋖ | Equity Partner White | er White Plains | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| 103948 | Spotzino, Robert A | ٧ | Equity Partner White | er White Plains | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| 100753 | Tillem, David L | < | Equity Partner White | White | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| 102187 | Tobin, Thomas W | ٨ | Equity Partner | | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| _ | Tumbarello,Phillip | ٧ | Equity Partner White | | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| 100854 | Vignali,Rosario M | ٧ | Equity Partne | er White Plains | 914-323-7000 | 1133 Westchester Avenue; White Plains, NY 10604 |
| | | | | | | |

١

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



Nassau County Interim Finance Authority

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

| 1. Vendor: Wilson Elser Moskowitz Edelman & Dicker LLP (CQAT16000001) | |
|--|--------------|
| 2. Dollar amount requiring NIFA approval: \$ 125,000.00 | |
| Amount to be encumbered: \$ 125,000.00 | |
| This is a New Contract Advisement Amendment | |
| If new contract - \$ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NI
If amendment - \$ amount should be full amount of amendment only | FA |
| 3. Contract Term: 09/29/2015-Completion | |
| Has work or services on this contract commenced? Yes No | |
| If yes, please explain: Due to time sensitivity of matter, needed to commence prior to approval. | _ |
| 4. Funding Source: | |
| ✓ General Fund (GEN) Grant Fund (GRT) Capital Improvement Fund (CAP) State % Other County % | |
| Is the cash available for the full amount of the contract? Yes No Yes No No | |
| Has the County Legislature approved the borrowing? Yes No N/A | 4 |
| Has NIFA approved the borrowing for this contract? Yes No N/2 | A |
| 5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested: | |
| New outside counsel contract to advise and represent the County in any actions necessary to protect the Countreests regarding the blockage of County owned drainage pipes in the Town of North Hempstead, including not limited to the blockage under Rushmore Street in New Cassel. | nty's
but |
| 6. Has the item requested herein followed all proper procedures and thereby approved by the: | |
| Nassau County Attorney as to form Yes No N/A Nassau County Committee and/or Legislature Yes No N/A | |
| Date of approval(s) and citation to the resolution where approval for this item was provided: | : |
| | |
| | |
| | |
| 7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 | |
| -CQAT14000023 encumbered \$50,000.00 on 12/03/2014, max amount \$100,000.00; -CQAT14000023, encumbered \$50,000 on 12/03/2014, max amount \$100,000.00; -CQAT15000004, encumbered \$100,000.00 on 04/30/2015, max amount \$100,000.00; -CQAT15000002; \$75,000.00 to be encumbered max amount \$150,000.00; currently in approval process. | 20.00; |

AUTHORIZATION

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

accurate and that all expenditures that will be made in reliance on this authorization are in

conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations. Print Name COMPTROLLER'S OFFICE To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. Regarding funding, please check the correct response: I certify that the funds are available to be encumbered pending NIFA approval of this contract. If this is a capital project: I certify that the bonding for this contract has been approved by NIFA. Budget is available and funds have been encumbered but the project requires NIFA bonding authorization Title Date Signature Print Name NIFA Amount being approved by NIFA: _____ Title Date Signature Print Name NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the

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.

item requested herein.



Department: County Attorney

E-56-16

Contract Details

SERVICES:

| NIFS ID #: <u>CLAT15000034</u> | NIFS Entry Date: <u>12/10/2015</u> Term: <u>August 1, 2010</u> | - completion | <u>on</u> |
|--------------------------------|--|--|-----------|
| New Renewal | 1) Mandated Program: | Yes 🗌 | No 🛚 |
| Amendment #5 | 2) Comptroller Approval Form Attached: | Yes 🖂 | No 🗌 |
| Time Extension | 3) CSEA Agmt. § 32 Compliance Attached: | Yes 🗌 | No 🛛 |
| Addl. Funds | 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes 🛚 | No 🗌 |
| Blanket Resolution RES# | 5) Insurance Required | Yes 🛛 | № □ |
| | | No. manufacture de la constitución | - |

Agency Information

| Name
Wilson Elser Moskowitz Edelman &
Dicker LLP | Vendor ID#
132679447 |
|--|--|
| Address 666 Old Country Road Suite 510 | Contact Person Robert A. Spolzino, Esq. |
| Garden City, New York 11530 | Phone (914) 872-7497 |

| County Department | |
|-------------------------|--|
| Department Contact | ************************************** |
| Jaclyn Delle | |
| Address | |
| 1 West Street | |
| Mineola, New York 11501 | |
| Phone | •• |
| (516) 571-3034 | |

Routing Slip

| DATE | E DEPARTMENT | Internal Verification | DATE
Appy d&
Fw'd. | SIGNATURE | Leg-Approval |
|---------|-----------------------|--|--|--------------|---|
| | Department | NIFS Entry (Dept)
NIFS Appvl (Dept. Head) | | (IOV | |
| | ОМВ | NIFS Approval | - Julil | Soughed Stul | Yes No Not required if blanket resolution |
| 1/29/10 | County Attorney | CA RE&I Verification | 1/29/16 | Q. Quigt | |
| 1/24/16 | County Attorney | CA Approval as to form | 回2/1/16 | tolly DE | Yes V No 🗌 |
| | E Legislative Affairs | Fw'd Original K to CA | 11/2/16 | Circetta a | Yebrucu |
| | Rules / Leg. | | | | |
| | County Attorney | NIFS Approval | | | |
| | County Comptroller | NIFS Approval | | Ω_{i} | |
| 2/1 | County Executive | Notarization Filed with Clerk of the Leg. | □ \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\ | 11/1/2 | |



Contract Summary

Description: Amendment #5 to outside counsel contract

| Purpose: Amend
in the HAVA cas | dment to an exisses, and with EP | ting outside counsel contract to re
A matters. This amendment is to | present the County in I
provide an opinion on | itigation related to
litigation of certai | o asbestos claims from working in the Nass
in aspects related to the County Guaranty. | nu County Coliseum, | | |
|--|---|---|---|--|--|------------------------------------|--|--|
| qualified firm
counsel for m
Elser based u | is established
atters related
pon their exp | after a Request for Qualifi
to the County Guaranty. The
rerience in the subject matte | cation was issued.
The County needed
or and availability. | The County ld a second opin
See below fo | - · | t, LLP as
ected Wilson | | |
| solicitation. selected. For services in the Michael Nau HAVA cases based upon th | They were W services rela e area of Env ghton was de Jaspan Schl eir experience | ilson Elser, Rigano, LLC, I ted to the EPA matters: A rironmental Law. Berkman emed the most qualified an esinger LLP, Leventhal & See and outstanding qualification. | Monfort Hearly M
eview was conduc
Henoch, Farrell I
d experienced in t
Sliney LLP and W | leGuire & Sall
eted of the firn
Fritz and Wilso
he area of und
Tilson Elser LL | u County Coliseum: Four firms resely, and Patton Boggs, CLLP. Wile as qualified on the Office's panel to Elser were considered. Wilson lerground storage tanks. For service P were interviewed. Wilson Elser wand the Voting Rights Act. | on Elser was provide Elser partner | | |
| Description of General Provisions: As described above. Impact on Funding / Price Analysis: \$0.01 | | | | | | | | |
| | | · Procurement: N/A | | | | | | |
| Recommendation | on: approve as s | ubmitted | | | | | | |
| Advisem | nent Info | ormation | | | | | | |
| BUDGET | 80 10 30 3 CO | FÜNDING SOURCE | AMOUNT | LINE | INDEX/OBJECT CODE | AMOUNT | | |
| Fund: | GEN | Revenue Contract | XXXXXX | 1 | ATGEN1100/DE502 | \$0.01 | | |
| Control: | AT | County | \$0.01 | 2 | | \$ | | |
| Resp: | 1100 | Federal | \$ | 3 | | \$ | | |
| Object: | DE502 | State | \$ | 4 | | \$ | | |
| Transaction: | | Capital | \$ | 5 | | \$ | | |
| | | Other | \$ | 6 | | \$ | | |
| RENEV | VAL | TOTAL | \$0.01 | | TOTAL | \$0.01 | | |

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

Document Prepared By:

% Increase
% Decrease

A RESOLUTION AFFIRMING TO AN AMENDMENT TO A
SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU
COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ
EDELMAN & DICKER LLP

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP.

George Maragos Comptroller



OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

| CONTRACTOR NAME: Wilson Elser (CLAT15000034) | Moskowitz | Edelm | an é | & D | icker | LLP |
|---|-------------------------------------|-----------------|--------|-------------------------|---------------------------|--------------------------|
| CONTRACTOR ADDRESS: 666 Old Cou
York 11530 | ıntry Road, Sı | uite 51 | 0, Ga | ırder | ı City, | New |
| FEDERAL TAX ID #: 132679447 | | | | | | |
| Instructions: Please check the appropria | te box ("⊠") | after | one o | of th | e follo | owing |
| roman numerals, and provide all the request. I. □ The contract was awarded to the lower for sealed bids. The contract was awarded. | est, responsible | e bidde | | er ad | vertise | ement |
| I. The contract was awarded to the lowe for sealed bids. The contract was awarded | est, responsible
after a request | bidde
for se | aled b | e r ad
oids v | vertis e
was pu | e ment
blished |
| I. □ The contract was awarded to the lowe | est, responsible
after a request | bidde
for se | aled b | e r ad
oids v | vertis e
was pu | e ment
blished |

| III. | X | Thi | s is | a | renewal, | extension | or | amendment | of | an | existing | contract. |
|------|---|-----|------|---|----------|-----------|----|-----------|----|----|----------|-----------|
|------|---|-----|------|---|----------|-----------|----|-----------|----|----|----------|-----------|

The contract was originally executed by Nassau County on December 14, 2010, and amended thereafter. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after as follows: For services related to asbestos claims from working in the Nassau County Coliseum: Four firms responded to a solicitation. They were Wilson Elser, Rigano, LLC, Monfort Hearly McGuire & Salley, and Patton Boggs, CLLP. Wilson Elser was selected. For services related to the EPA matters: A review was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz, and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks. For services related to the HAVA cases: Jaspan Schlesinger LLP, Leventhal & Sliney LLP and Wilson Elser were interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act. For services related to the County Guaranty: Wilson Elser was added to a panel of qualified firms established after a Request for Qualification was issued. The County has retained the firm Rivkin Radler, LLP as counsel for matters related to the County Guaranty. The County needed a second opinion on proposed litigation and selected Wilson Elser (who were also added to the panel of qualified firms established after the Request for Qualification was issued) based upon their experience in the subject matter and availability.

| propo | Pursuant to Executive Order No. 1 of 1993, as amended, at least three sals were solicited and received. The attached memorandum from the timent head describes the proposals received, along with the cost of each sal. |
|-------|--|
| | A. The contract has been awarded to the proposer offering the lowest cost proposal; OR: |
| | B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers. |
| memo | Pursuant to Executive Order No. 1 of 1993 as amended, the attached brandum from the department head explains why the department did not at least three proposals. |
| | A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner. |
| | B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached). |
| | C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract. |

| the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county. |
|---|
| In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable. |
| VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms. |
| VIII. x Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers. |
| IX. □ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller. |
| X. x Vendor will not require any sub-contractors. |
| In addition, if this is a contract with an individual or with an entity that has only one or two employees: □ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes. Department Head Signature Date |

NOTE: Any information requested above, or in the exhibit below, may be included in the county's

"staff summary" form in lieu of a separate memorandum. Compt. form Pers./Prof. Services Contracts: Rev. 209/15

□ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services

VI.

This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where

required through an inter-municipal agreement.

AMENDMENT NO. 5

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP, with an office located at 666 Old Country Road, Suite 510, Mineola, New York 11501 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT10000033 between the County and Counsel, executed on behalf of the County on December 14, 2010 (the "Original Agreement"), as amended by amendment one (1), County contract amendment CLAT10000020 executed on behalf of the County on August 10, 2011, as amended by amendment two (2), County contract amendment CLAT11000008 executed on behalf of the County on July 25, 2011, as amended by amendment three (3), County contract amendment CLAT13000004 executed on behalf of the County on March 1, 2013, and as amended by amendment four (4), County contract amendment CLAT14000020 executed on behalf of the County on December 1, 2014, Counsel provides legal services to the County in connection with litigation known as the HAVA cases, EPA matters, and asbestos claims from working in the Nassau County Coliseum, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the County has retained a law firm to provide legal services in connection with litigation known as New York Telephone Co. v. Town of North Hempstead v. Nassau County, Index No. 12192/98, for matters related to the issues presented by this suit, and the multiple other claims and suits that relate to alleged tax refunds claimed against the County where such tax refund claimants assert various causes of actions for payment of the refunds including but not limited to claims made pursuant to the so-called "County Guaranty;" and

WHEREAS, the term of the Original Agreement is from August 1, 2010 until completion of Services (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed the reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Seven Hundred Fifty Thousand Dollars (\$750,000.00) (the "Maximum Amount"); and

WHEREAS, the County and Counsel desire to amend the Services.

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

1. <u>Services.</u> In addition to the Services set forth in the Original Agreement, Counsel shall also provide the County with a second opinion regarding litigation related to the County Guaranty.

2. <u>Full Force and Effect</u>. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

DICKER LLP

Title: County Executive

Deputy County Executive

Date:

WILSON ELSER MOSKOWITZ EDELMAN &

PLEASE EXECUTE IN BLUE INK

| STATE OF NEW YORK) |
|--|
|)ss.;
COUNTY OF NASSAU) |
| On the Oth day of December in the year 20/15 before me personally came Robert Spoking to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Lixthester; that he or she is the Partner of Wilson & Hospital Residents Edman Wher UP 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. |
| HOLLYN DELLE JACLYN DELLE |
| Notary Public, State of New York No. 02DE6305114 Qualified in Nassau County)ss.: Output Notary Public, State of New York No. 02DE6305114 |
| COUNTY OF NASSAU) Commission Expires on June 2, 20 19 |
| On the 4th day of January in the year 2016 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau |
| County. Siely J. JACLYN DELLE NOTARY PUBLIC JACLYN DELLE |
| NOTARY PUBLIC Notary Public, State of New York No. 02DE6305114 Qualified in Nassau County |
| STATE OF NEW YORK) Commission Expires on June 2, 20 18 |
|)ss.:
COUNTY OF NASSAU) |
| On the day of in the year 20 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto |
| pursuant to Section 205 of the County Government Law of Nassau County |





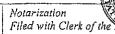


Contract Details

SERVICE Special Counsel

NIFS ID #: COAT10000033 NIFS Entry Date: 1/25/10 Term: from August 1, 2010 to July 31, 2011

| New X I | Renewal 🔲 | 1) 1 | 1) Mandated Program: | | | Yes No X | | |
|----------------------|-------------------------------------|---------|--|----------------|---------------------------------|------------------------------------|--|--|
| Amendn | ment | 2) (| 2) Comptroller Approval Form Attached: | | | Yes X No 🗌 | | |
| Time Ex | xtension | 3) (| 3) CSEA Agmt. § 32 Compliance Attached: | | | Yes No X | | |
| Addl. Fı | unds 🔲 | 4) \ | 4) Vendor Ownership & Mgmt. Disclosure Attached: | | | Yes No X | | |
| Blanket
RES# | Resolution | 5) I | nsurance Requi | red | | Yes X No 🗆 | | |
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| Ag | gency Informa | tion | | | | | | |
| | i V | endoi | | | County | Department. | | |
| | n Elser Moskowitz
n & Dicker LLP | | Vendor ID# | | Department Contact DCA Susan Go | | | |
| Address | | | Contact Person | | Address | | | |
| 666 | 6 Old Country Road | | Robert A. Spolzino, Esq. | | i l | One West Street | | |
| Ga | arden City, NY 11530 | 1 | Phone | | | Mineola, NY 11501 | | |
| : | | | 516 571 0490 | | | . | | |
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| | | | | | | | | |
| Ro | outing Slip | | | | | \bigcap | | |
| DATE - | -DEPARTMENT | Înt | rnal Verification | DATE (| SIGNATURE | Leg Approval | | |
| and an action of the | Department | | try (Dept)
pvl (Dept, Head) | X 10/8/10
X | Kell/X | Required S | | |
| | | | | _ <u> </u> | 10004 | Yes No X | | |
| | ОМВ | NIFS Ap | proval
 | - Orcho | Khat | Not required if blanket resolution | | |
| 10/27/10 | County Attorney | CA RE& | I Verification | 1 rofa/10 | I. Comato 2 | | | |
| 102519 | County Attorney | CA Appr | oval as to form | 0/10/25/10 | A. 7 | Yes No X | | |
| | Legislative Affairs | Fw'd Or | iginal K to CA | | U Ú | | | |
| | Rules / Leg. | | | | | | | |
| | County Attorney | NIFS Ap | pproval | | 31 | | | |
| | County Comptroller | NIFS Ap | oproval | Z 12/10/10 | (JU | | | |



Department: County Attorney

Contract Summary

| Description: |
|---|
| Purpose: To provide legal representation in the matters of Nassau v. State of New York, Index 005821/10 and U.S. v Nassau, 10-2320 CV |
| Method of Procurement: The law firms of Jaspan Schlesinger LLP, Levanthal & SLiney LLP and Wilson Elser LLP were interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications. |
| Procurement History: None |
| Description of General Provisions: As described above |
| Impact on Funding/Price Analysis: \$25,000.00 |
| Change in Contract from Prior Procurement: N/A |
| Recommendation: approve as submitted |
| Advisement Information |

Advisement imormation

| BUDGEEC | ODES |
|--------------|------|
| Fund: | GEN |
| Control: | |
| Resp: | 1100 |
| Object: | 502 |
| Transaction: | |

| RENEW | ΑĽ |
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| % Increase | |
| % Decrease | |

| FUNDING SOURCETS | AMOUND |
|------------------|-------------|
| Revenue Contract | XXXXXXX |
| County | \$25,000.00 |
| Federal | \$ |
| State | \$ |
| Capital | \$ |
| Other | \$ |
| TOTAL | \$25,000.00 |

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| î. | EURANCE | SECTION | | | TOTAL. | \$25,000.00 | |
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LINE AMOUNTS

Document Prepared By:

| | | | // |
|------|---|--|--|
| 為部語表 | Action NIFS Certification 一种中国的 | Compfroller, Gertification at Compfr | Late - Provint Executive Approval and the second |
| | I certify that his document was accepted into NIFS. | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Waine //// |
| Name | (D) | Name All | Date 12/14/10 |
| Date | 1/10/16 | Date ALD (1) | (For Office Use Only) |

George Maragos 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: Wilso (HAVA) | on Elser | Moskowitz | Edelman | & Dicke | r LLP |
|---|--|---|----------------------|-----------------------|---------------------|
| CONTRACTOR ADDRESS: 666 | Old Count | try Road, Ga | rden City, | NY 11530 | l |
| FEDERAL TAX ID# 132679447 | | | | | |
| Instructions: Please check the aproman numerals, and provide all t | | | | of the fo | llowing |
| I. The contract was awarded to for sealed bids. The contract was in [date]. The sealed bids were publicly o sealed bids were received and opened. | awarded a | fter a request | for sealed | bids was r | nuhlished |
| II. The contractor was selected of the Contract was entered into after a wrong [date]. Potential proposers were made away [newspaper advertisement, posting on well copies of the RFP. Proposals were during evaluated. The contractor was selected of the contractor was entered and evaluated. | itten request
are of the avosite, mailin
e on
The | t for proposals vailability of the g, etc.] evaluation | was issued or RFP by | l proposers [#] propo | requested sals were |
| ranked. As a result of the scoring and rank | | [list members]. | The propos | sals were so | cored and |

1

| after. | ntract was originally executed by Nassau County on [date]. This is a all or extension pursuant to the contract or RPP of the relevant pages are attached). The original contract was entered into |
|----------------|--|
| of the receive | Idescribe dement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation contractor's performance for any contract to be renewed or extended. If the contractor has not a satisfactory evaluation, the department must explain why the contractor should nevertheless be ted to continue to contract with the county. |
| propo | Pursuant to Executive Order No. 1 of 1993, as amended, at least three esals were solicited and received. A. Three law firms were interviewed – Wilson Elser LLP, Jaapan Shlesinger LLP and Levanthal & Sliney LLP. Wilson Elser was selected based upon its experience and qualifications. |
| | B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers. |
| memo | Pursuant to Executive Order No. 1 of 1993 as amended, the attached brandum from the department head explains why the department did not |
| obtai | n 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 |

required through an inter-municipal agreement.

VI.

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

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

VII.

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

John Giampoli, County Attorney

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, dated as of August 2010 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) the Nassau County Attorney located at 1 West Street, Mineola, New York 11501 on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP having its principal office at 666 Old Country Road, Suite 510, Garden City New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, the County is currently litigating the cases of <u>County of Nassau, Nassau County Board of Elections</u>, et al., <u>V. State of New York, New York State Board of Elections</u>, et al., <u>Index No. 005821/10</u> and <u>United States of America v. Nassau County Board of Elections</u>, <u>Nassau County Legislature</u>, #10-2320-CV (collectively the "HAVA Cases"); and

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, the County desires to employ Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

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

- 1. Term. This Agreement shall commence on August 1, 2010 and shall terminate on July 31, 2011 unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may, in its discretion, extend the term of this Agreement for a period of time necessary to resolve the litigations.
- 2. Services. The services to be provided by Counsel under this Agreement shall consist of representing the County as plaintiff and defendant in the HAVA Cases ("Services"). Subject to Section 13 herein, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the Lawsuits.
- 3. <u>Payment</u>. (a)(1) <u>Amount of Consideration</u>. The amount to be paid to Counsel as full consideration for Counsel's Services during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of Twenty-five Thousand Dollars (\$25,000.00) ("Maximum Amount"). Hourly compensation for professional services shall be paid in accordance with the following fee schedule:

| | | in-Court Time | out-of-Court Time |
|-----|-----------|---------------|-------------------|
| i) | Partner | \$250.00 | \$235.00 |
| ii) | Associate | \$175.00 | \$160.00 |

(a)(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Vouchers: Voucher Review, Approval and Audit. Payments shall be made to Counsel in

arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

- (c) <u>Timing of Payment Claims</u>. Counsel shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.
- (d) <u>Expenses and Disbursement</u>. Counsel shall be compensated with the Maximum Amount for all reasonable expenses and disbursement actually incurred, including but not limited to out-of-pocket disbursements for expert costs, messengers, investigators, trial preparation services and other legitimate expenses.
- (e) <u>Payments in Connection with Termination or Notice of Termination</u>. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.
- 4. <u>Independent Contractor</u>. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "<u>Counsel Agent</u>"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (<u>iii</u>) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
- 6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
- (b) <u>Nassau County Living Wage Law.</u> Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

- (i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Counsel to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.
- (c) <u>Records Access</u>. The parties acknowledge and agree that all records, information, and data ("<u>Information</u>") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.
- 7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information shall be returned to the County.
- 8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 9. No Conflict Representation. (a) During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.
- (b) For the purpose of this Agreement and in accordance with the foregoing, the County hereby consents to Counsel representing parties adverse to the County in tax certiorari and condemnation proceedings.

- 10. <u>Indemnification: Defense: Cooperation</u>. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "<u>Indemnified Parties</u>") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, <u>provided</u>, <u>however</u>, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.
 - (d) The provisions of this Section shall survive the termination of this Agreement.
 - 11. <u>Insurance</u>. (a) <u>Types and Amounts</u>. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less one million dollars (\$1,000,000.00) per claim; (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.
 - (b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.
 - (c) <u>Delivery: Coverage Change: No Inconsistent Action</u>. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County

reserves the right to consider this Agreement terminated as of the date of such failure.

- 12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
- 13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

- (b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- (c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.
- 14. Accounting Procedures: Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

- 15. <u>Limitations on Actions and Special Proceedings against the County</u>. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.
- (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.
- Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- 18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.
- 19. <u>All Legal Provisions Deemed Included: Severability: Supremacy.</u> (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.

- (h) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- (d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

Jane 1994 Burger State Control of the State Control of the

- 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.
- Agreement.

 21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.
 - 22. Executory Clause. Notwithstanding any other provision of this Agreement:
- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.
- 23. Entire Agreement: This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

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

| WILSON ELSER MOSKOWITZ EDELMAN &
DICKER, LLP |
|---|
| By: Cu Q Apylors |
| Name: ROBERT A. SPOLZINO |
| Title: PARTHER |
| Date: |
| |
| NASSAU COUNTY |
| By: |
| Name: JONN CARUDON Title: County Attorney |
| Date: |
| Ву: |
| Name: // Richard R. Walker Title: Deputy County Executive |
| Date: 12/14/10 |

PLEASE EXECUTE IN <u>BLUE</u> INK

UNIFORM ACKNOWLEDGMENT (IN STATE)

| STATE OF NEW YORK | ·) -
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|------------------------|--------------|--|
| COUNTY OF WESTCHESTER. | | |

On the 31st day of August, 2010, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared ROBERT A. SPOLZINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

67ACEY A. FICCASHIA NOTAFIY PUBLIC, Giata of Mary York No. 01FASOE7184

Qualified in West training County
Commission Express: 10/27/09 2013

| STATE OF NEW YORK) |
|--|
|)SS.: |
| COUNTY OF NASSAU) |
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| On the day of in the year 2010 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. |
| 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 |
| 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. |
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| NOTARY PUBLIC |
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| STATE OF NEW YORK) |
|)ss.: |
| COUNTY OF NASSAU) |
| |
| On the Sth day of Stow in the year 2010 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he or she is the County Attorney of Nassau County the municipal corporation described herein and thick the latter than the county of Nassau County the municipal corporation described herein and thick the latter than the county of Nassau County the municipal corporation described herein and the latter than the county of Nassau County the municipal corporation described herein and the county of Nassau County the municipal corporation described herein and the county of Nassau County the municipal corporation described herein and the county of Nassau County the municipal corporation described herein and the county of Nassau County the municipal corporation described herein and the county of Nassau County the municipal corporation described herein and the county of Nassau County the municipal corporation described herein and the county of Nassau County the municipal corporation described herein and the county of Nassau County the municipal corporation described herein and the county of Nassau County the municipal corporation described herein and the county of Nassau County the municipal corporation described herein and the county of Nassau County the municipal corporation described herein and the county of Nassau County the county |
| John Ciampoli to me personally known, who, being by me duly sworn, did |
| depose and say that he resides in the County of Nassau; that he or she is the County Attorney of |
| Nassau County, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law. |
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| NOTARY PUBLIC Diana Catypano |
| DIANA CATAPANO NOTARY PUBLIC, STATE OF NEW YORK NO. 01 CA6089854 QUALIFIED IN NASSAU COUNTY COMMISSION EXPIRES MAR. 31, 2011 |
| NO. 01CA6089854 QUALIFIED IN NASSAU COUNTY |
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COUNTY OF NASSAU) |
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| depose and say that he or she resides in the County of 114500000 |
| |
| and which executed the above instrument; and that he or she signed his or her page thereto |
| pursuant to section 205 of the County Government Law of Nassau County. |
| DOREEN B. PENNICA |
| NOTARY PUBLIC NOTARY PUBLIC STATE OF NEW YORK |
| NOTARY PUBLIC 2 STATE OF NEW YORK OMMISSION NO. 01PE6170832 EXPIRES 7/23/20 |
| EXPIRES 7/23/20 |

Appendix EE Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional auti-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.

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Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

| 1. | The chief executive officer of Contractor is: |
|----|---|
| | DANIEL J. McMAHON (Name) |
| | 65 WEST MONROE STREET, SVITE 3800, CHICAGO, IL 60603 (Address) |
| | 312-704-0550 (Telephone Number) |
| 2. | The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor |
| 3. | In the past five years, Contractor has has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below: |
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| 4. | In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has _X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages of |

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July 1

, 2010

Notary Public

COMMONWEALTH OF FENNSYLVANIA

NOTARIAL SEAL ROSARY A. CASIELLO, Notary Public City of Philadelphia, Phila. County My Commission Expires June 6, 2013



JOHN CIAMPOLI County Attorney

COUNTY OF NASSAU OFFICE OF THE COUNTY ATTORNEY Ralph G. Caso Executive and Legislative Building One West Street Mineola, New York 11501-4820 516-571-3056 FAX: 516-571-6604

To Whom It May Concern:

From:_June 2, 2010 ____

The County Attorney's office is seeking to extend the time for responses to the request for qualifications for proposals from law firms for special counsel to the County of Nassau. The details regarding the extension of time to respond to RFQ# AT 0519-1018 is as follows: RFQ# is AT0519-1018 TITLE: Request for Qualification for Special Counsel to the County of Nassau - Amendment for time to respond to request #AT 0519-1018 AMENDMENT # 1

To:_June 25, 2010 ____

This amendment has been issued to change the end/due date of this proposal.

All other terms and conditions remain the same.

EDWARD P. MANGANO County Executive



NASSAU COUNTY ATTORNEY'S OFFICE

REQUEST FOR QUALIFICATIONS ("RFQ") FOR SPECIAL COUNSEL TO THE COUNTY OF NASSAU

DATE OF ISSUE: May 19, 2010 RFQ # AT0519-1018.

SECTION I - BACKGROUND AND PURPOSE OF THE RFQ

The County Attorney's Office serves as counsel for the County of Nassau (the "County") and its agencies, representing the County in virtually all lawsuits brought on behalf of, or against, the County in federal and state courts and administrative proceedings. The County also provides legal representation to County officials and employees who are sued in their individual and official capacities, and whom the County is required to defend and indemnify pursuant to law.

The purpose of this RFQ is to establish a panel of qualified law firms from which the County Attorney, at his sole and absolute discretion, may select and appoint as Special Counsel. Subsequent to qualification the law firm will be on retainer to the County.

This RFQ process neither precludes nor limits the County Attorney's powers under the Nassau County Charter to select Special Counsel, as may be required from time to time, beyond those firms selected under this RFQ. The panel of law firms qualified under this RFQ may be supplemented and updated periodically, and needed and as may be specified by the County Attorney.

A Deputy County Attorney will be assigned to each matter to, inter alia, coordinate representation of the County and its agencies with the selected law firms.

Special Counsel contracts will be awarded for a period of one year, with one-year renewal options solely at the County's discretion.

All proposals will be evaluated on the following criteria:

- 1. Cost
- 2. Experience and references
- 3. General reputation in the areas of law specified from the list set forth below
- 4. Legal writing ability
- 5. Resources to be directly applied in performing services

The County Attorney may conduct personal interviews with law firms submitting proposals.

SECTION IV - THE PROPOSAL PACKAGE

The proposal package submitted by each firm shall contain the following:

- l. <u>Proposal Cover Letter</u> The proposing firm shall submit a cover letter transmitting its proposal to the County Attorney. The cover letter shall be signed and dated by an individual authorized to negotiate and enter into a contract with the County on behalf of the proposing law firm. The telephone number, facsimile transmission number, and e-mail address of that person shall also be stated in the letter, together with a statement that the indicated individual is the authorized contact for the proposing law firm.
- 2. <u>Technical Proposal</u> The Technical Proposal is a narrative that addresses the Scope of Work described in Section II of this RFO. At a minimum, the following shall be included:
- a. A brief description of the firm's experience in each of the areas of law for which it proposes to provide services.
- b. The names, resumes, relevant background, areas of practice, and the courts to which the attorneys are admitted to practice, of those attorneys in the firm who would be directly responsible for working on County matters.
- c. The employee composition of the firm, indicating the number of attorneys, paralegals and support staff.
- d. A statement from the firm regarding any potential or actual conflicts of interest including, but not limited to: (i) any material arrangements, relationships or other employment that the firm or any firm employee has with any law firms, or other persons or entities, that may create a conflict of interest, or the appearance of a conflict of interest, in acting as Special Counsel to the County; (ii) any family relationship that any employee of the firm has with any County public official, employee or servant that may create a conflict of interest, or the appearance of a conflict of interest, in acting as Special Counsel to the County; (iii) a list of all cases and matters in which the firm, at the time of submission of its proposal, is actively engaged in which the County is a party. In addition, the Technical Proposal shall describe any procedures the firm either has, or would adopt, to assure the County that a conflict of interest would not exist for the firm in the future.
- e. A statement that the firm does not discriminate against employees or applicants for employment because of race, religion, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status.
 - f. A statement that the firm agrees to abide by the County's Code of Ethics.
- g. A statement representing that the firm will carry malpractice insurance in connection with its representation of the County.
 - h. The name, title and telephone number of the person authorized to act on behalf of the

firm.

i. Agreement to follow litigation and representation guidelines as may be promulgated by the County Attorney.

Any questions regarding this RFQ should be addressed to the County Attorney's Contact Person:

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Lisa LoCurto, First Chief Deputy County Attorney
Office of the County Attorney
I West Street
Mincola, New York 11501
(516) 571-3033

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Contract ID=:COAT 10000053



Department: County Attorney

SERVICE Special Counsel

Yes 🗌

 $No\; X$

Contract Details

New Renewal

NIFS ID #: CLAT10000020 NIFS Entry Date: 12/29/10 Term: from August 1, 2010 to July 31, 2011

1) Mandated Program:

| Amendment X | | 2) Comptroller Approval Form Attached: | | | Yes X | No 🗌 | |
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an & Dicker LLP | | Vendor 1D# 13 2 6 7 9 4 4 7 | | | Department Contact DCA Susan Gordon | |
| Address | | | Contact Person | | Address | | |
| | 66 Old Country Road
arden City, NY 11530 | 0 | Robert A. Spolzino, Esq. | | | One West Street
Mineola, NY 11501 | |
| | | Phone | | 516 571 0490 | | | |
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Contract Summary

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Programme Homey The law firms of Jaspan Schlesinger LLP, Levanthal & Sliney i i P and Wilson LLev LLP a operationed. Wilkon Elser was selected based upon their experience and outstanding qualifications in the area. Faw and the Voting Rights Act. All of the firms were smallfied pilemant to the Plast coiled in May 20 to Description of General Provisions. As described above

Impact on Funding Price Analysis: \$250,000,00

Change in Contract from Prior Procurement: N. A.

Recommendation; approve as submitted of the con-

Advisement Information ..

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RULES RESOLUTION NO./2 2011

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL AGREEMENT ENTERED INTO BY THE COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

| Passed by the Rules Committee |
|--|
| Nassau County Legislature By Voice Vote on /- (0-1/) |
| |
| VOTING; |
| ayes / nayes 3 abstained recused O |
| Legislators present: |

WHEREAS, the County Attorney, has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to the special counsel agreement entered into by the County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP

VRI JOSEPHO CHERNIE O MANGE 1971 ACCESA SPECIAL COUNSEL AGREEMENT ENTERED INTO BY THE COUNTY ATTORNEY AND WILSON FESTR MOSKOWELZ TOFLMAN & DICKER LLP

WHEREAS, the County Attorney, has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101. the Rules Committee of the Nassau County Legislature affirms the amendment to the special counsel agreement entered into by the County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP

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| McLean:Mary Ann | 577 Broadway Albany, NY 12207-2996 US |
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| *************************************** | 33 Washington Street Newark, NJ-07102-3017/US |
| Renberger James S | |
| Riina,William J | |
| Ritter, Jodi B | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Roarke Robert F : | 3 Garmett Drive White Plains, NY 10604-3407 US (1985) |
| Robinson.Ralph, | 525 Market Street - 17th Floor San Francisco, CA 94105-2725 US |
| Rockas.George C | 260 Franklin Street - 14th Floor Boston; MA 02110-3112 US |
| Roer, Ricki Ellen | 150 East 42nd Street New York, NY 10017-5639 US 2 |
| Rosen Semlies, Lori | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Rosen,Adam B | 150 East 42nd Street New York, NY 10017-5639 US |
| Rosenberg, Phillip | 677 Broadway Albany, NY 12207-2996 US |
| | 700 11th Street; NW, Sulte 400 Washington, DC 20001 US |
| Ross, David M | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Ross, Mathew P | |
| Rothmann,Rebecca M | 55 West Monroe Street - Sulte 3800 Chicago, IL 60603-5001 US |
| Rowland, Stacey B | 677 Broadway Albany, NY 12207-2996 US |
| Rubenstein Richard H | 150 East 42nd Street New York, NY 10017-5639 US |
| Russell.Angela Williams | St. Paul Plaza - 200 St. Paul Place - Suite 2530 Baltimore, MD 21202-2004 US |
| Russo,Theresa M | 677 Broadway Albany, NY 12207-2996 US |
| Sandhaas, Jill T | 677 Broadway Albany, NY 12207-2996 US |
| Sandza, Elizabeth B | 700 11th Street, NW, Suite 400 Washington, DC 20001 US |
| Santoni, Cynthia L | 8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US |
| Sauter Eric J | 3 Gannett Drive White Plains, NY 10604-3407 US |
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| Schaffer,Scott R | |
| Schexnayder, Martin S | 5847 San Felipe - Sulte 2300 Houston, TX 77057-4033 US |
| Schlom.Curt J. | 55 West Monroe Street - Sulte 3800 Chicago, IL 60603-5001 US |
| Schouest, John L | 5847 San Feline - Sulte 2300 Houston, TX 77057-4033 US |
| Scott,Kenneth | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US |
| Shapiro, Kenneth L | 677 Broadway Albany, NY 12207-2996 US |
| Sheehan, Timothy J | 3 Gannett Drive White Plains, NY 10604-3407 US |
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 5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US |

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| Smith Sandra M | 3 Gannett Brive White Plains, NY 10504-3407-US |
| Spitaletto, Thomas M | Bank of America Plaza - 901 Main Street, Sulte 4800 Dallas, TV 75203-3758 US |
| Spoizino, Robert A | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Staley,Lee H | 5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US |
| Stankowski, James A | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US |
| Steccato Carl L | 150 East 42nd Street New York, NY 10017-5639 US |
| Steel Laura N | 700 11th Street, NW, Suite 400 Washington, DC 20001 US |
| Stevens, Michael N | 150 East 42nd Street New York, NY 10017-5639 US |
| Stewart, lan A | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US |
| Stimmel, Linda M | Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US |
| Stopnik, Scott H | 150 East 42nd Street New York, NY 10017-5639 US |
| Strasius, Anthony P | 100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US |
| Sullivan, John W | 150 East 42nd Street New York, NY 10017-5639 US |
| Takacs, Michael S | Independence Sq. West - The Curtis Center - Sulte 1130 East Philadelphia, PA 19106-3308 US |
| Testa, Wendy D | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US |
| Thomas, Mark W | 677 Broadway Albany, NY 12207-2996 US |
| Thome, Sheri M | 300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US |
| Thurston,James K | 55 West Monroe Street - Sulte 3800 Chicago, IL 60603-5001 US |
| Tillem, David L | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Tobin,Thomas W | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Tompkins III, George N | 150 East 42nd Street New York, NY 10017-5639 US |
| Tone,Michael P | 55 West Monroe Street - Sulte 3800 Chicago, IL 60603-5001 US |
| Topping, Joanna M | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Tumbarello, Phillip | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Tyrie,James P | 150 East 42nd Street New York, NY 10017-5639 US |
| Vignali,Rosario M | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Vittori,Michael L | 55 West Monroe Street - Sulte 3800 Chicago, IL 60603-5001 US |
| Vogel,Harold S | 100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US |
| Wallace,Robert B | 700 11th Street, NW, Suite 400 Washington, DC 20001 US |
| Waters, Jason R | 8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US |
| Waters,Kelly A | 33 Washington Street Newark, NJ 07102-3017 US |
| Weber,Robert | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Ween,Martin M | 150 East 42nd Street New York, NY 10017-5639 US |
| Whiteman,Brian J | 33 Washington Street Newark, NJ 07102-3017 US |
| Wilkinson, Kathleen D | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US |
| Williams,Walter L | 8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US |
| Wills,Linda P | 5847 San Felipe - Sulte 2300 Houston, TX 77057-4033 US |
| Wilson Jr, Thomas W | 150 East 42nd Street New York, NY 10017-5639 US |
| Wingertzahn,William M | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Witz,Thomas M | 677 Broadway Albany, NY 12207-2996 US |
| Wright, Nancy V | 150 East 42nd Street New York, NY 10017~5639 US |
| Young,Robert | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US |
| Young, Steven L | 3 Gannett Drive White Plains, NY 10604-3407 US |

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OFFICE OF THE COMPTROLLER
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COMPTROLLER APPROVAL FORM FOR PERSONAL. PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

| CONTRACTOR NAME: Wilson (HAVA) CLAT10000020 | Elser Moskowitz Ede | lman & Dicker LLP |
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| FEDERAL TAX ID# 132679447 | ર્વિકાર્યાં મુખ્યાનું કરાત કરી તેમાં અને કે કે પ્રાથમિક કરી છે. તેમાં માટે કરી માટે કરો છે. તેમાં માટે કે મોટે
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| I. The contract was awarded to the for sealed bids. The contract was awarded to the for sealed bids. The contract was awarded to the for sealed bids were publicly open sealed bids were received and opened. | arded after a request for : | sealed bids was published |
| II. The contractor was selected put The Contract was entered into after a writte [date]. Potential proposers were made aware [newspaper advertisement, posting on websit copies of the RFP. Proposals were due of received and evaluated. | request for proposals was is of the availability of the RFP, mailing, etc.]. [#] of particular the evaluation | by |
| analysis Arra regula of the scoring and ranking | [list members]. The | proposals were scored and |

III. X This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on October 8, 2010. This is an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The procurement for the original agreement is as follows. The law firms of Jaspan Schlesinger LLP, Levanthal & Sliney LLP and Wilson Elser LLP were interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act. All of the firms were qualified pursuant to the RFQ issued in May 2010. IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. 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. Pursuam to General Municipal Law Section 119-o. the department is purchasing the services

VI. This is a human services contract with a not-for-profit agency for which a

competitive process has not been initiated. Anached is a managed on the ambling the

required through an inter-municipal agreement.

with the property with the above to be an owner of a adors a performance of the community has not received as an increase evaluation of the a country to the contract of the district of the policy of the property of the country of the country

и сетьии линией специалисть гов истиг в сопредите рассе лифот сотрасле от с continuous may not be possible possible obtained the nature of the formal services program, of the a companies and to contract oreset, through the same provides in those characteristics of a planated of some a competitive process and a performance evaluation is impplicable

VII. I) This is a public works contract for the provision of architectural, engineering or surveying services. The unached mensorandmu provides details of the department's cours and a car Board of Supervisors' Resolution No.928 of 1995, including it reveips and evidination of act acsystements of Qualifications & Performance Data, and its negotiations with the most heraly June 120 .:::::

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. 87-20 1987-1 C.B. 196, attached as Appendix A to the Comptroller's Memorandum, dated February 11, 2004, concerning independent contractors and employees indicates that the compactor would not be compacted an employee for federal tax purposes.

John Ciampoli. County Attorney

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 1

AMENDMENT, dated as of December___, 2010 together with any appendix, schedule or exhibit, if any (this "Amendment"), between (i) the Nassau County Attorney on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP having its principal office at 666 Old Country Road, Suite 510, Garden City New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT10000033 between the County and Counsel, executed on behalf of the County on October 8, 2010 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigation known as the HAVA cases, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement is from August 1, 2010 until July 31, 2011 (the "Original Term");

WHEREAS; the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Twenty-five Thousand Dollars (\$25,000.00) (the "Maximum Amount"); and

WHEREAS; the County and Counsel desire to increase the Maximum Amount.

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

- 1. <u>Maximum Amount</u>. The Maximum Amount in the Original Agreement shall be increased by Two Hundred and Fifty Thousand Dollars (\$250,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be Two Hundred and Seventy-five Thousand Dollars (\$275,000.00) (the "<u>Amended Maximum Amount</u>").
- 2. <u>Full Force and Effect</u>. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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NASSAE COUNTY

Title: County Attorney > Dates > 2 727 10

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By: Edward P. Mangano.
Title: Hepath County Executive Cou

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| STACEY A. RICCARDI NOTARY PUBLIC, State of New York No. 01RI5067154 Qualified in Westchester County Commusion Expires: 10/27/01 |
| in the year 2010 before me to me personally known, who, being a say that he resides in the County of Nassau; that he is to County, the municipal corporation described herein strument; and that he or she signed his or her name NINA DELUCA Notary Public, State of New York No. 01DE6199846 Qualified in Suffolk County Commission Expires Jan. 20, 20/3 |
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| in the year 2010 before me owcome to me personally known, who, being d say that he or she resides in the County of she is a Beputy County Executive of the County of on described herein and which executed the above gned his or her name thereto pursuant to Section 205 of Vassau County. |
| |

Yes No X

Contract ID#:CQAT10000033



Department: County Attorney

SERVICE: Special Couns,

Contract Details

New Renewal

NIFS ID #: CLAT11000008 NIFS Entry Date: 12/29/10 Term: from August 1, 2010 to July 31, 2011

1) Mandated Program:

| Amend | lment X | 2) | Comptroller App | oroval Form At | tached: | Yes X No | • 🗀 |
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Wilso | (A) 2000年 (A) 1000年 (A) 1 | /endo | Vendor ID# | | Count Department Control DCA Susar | | nt |
| Address | 66 Old Country Road | | Contact Person Robert A. Sp | olzino Esa | Address One West S | tref | |
| | arden City, NY 1153 | 0 | Phone ¹ | , <i></i> | Mineola, N Phone 516 571 04 | Y 11501 | |
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County Attorney

County Comptroller

County Executive

NIFS Approval

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Filed with Clerk of the Leg.



Contract Summary

| Description: | | | | | | , | | | | | •• • |
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E-104-11

RULES RESOLUTION NO! 4 2011

A RESOLUTION AFFIRMING AN AMENDMENT TO A
SPECIAL COUNSEL AGREEMENT ENTERED INTO BY THE
COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ
EDELMAN & DICKER LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on (20/1/
VOTING:
ayes 4 nayes 3 abstained recused
Legislators present: 7

WHEREAS, the County Attorney, has executed an amendment to a special counsel agreement with Wilson Blser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to the special counsel agreement entered into by the County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP

RULES RESOLUTION NO. - 2011

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL AGREEMENT ENTERED INTO BY THE COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

WHEREAS, the County Attorney, has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to the special counsel agreement entered into by the County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP

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| Abatemarco, Tracy J | 150 East 42nd Street New York, NY 10017-5639 US |
| Adler Debra A | - 3-Gannett Drive White Plains, NY 10604-3407 US |
| Alcantar,Rebecca M | Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US |
| Alfieri,Lucinda H | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Araten.Jeffrey | 150 East 42nd Street New York, NY 10017-5639 US |
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| Bachrach, Joshua | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US |
| Baiocco, Joseph C | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Baldwin,Shelly L | 150 East 42nd Street New York, NY 10017-5639 US |
| Baloy,Donna Marie | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Barry,Jeanne A | 1010 Washington Boulevard Stamford, CT 06901 US |
| Beckelman, Michael S | 5847 San Felipe - Sulte 2300 Houston, TX 77057-4033 US |
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| Charles,Rose M | 150 East 42nd Street New York, NY 10017-5639 US |
| Cheng,Eric G. | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Cherry,Thomas R | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Clark Douglas S | 677 Broadway Albany, NY 12207-2996 US |
| Clemente, Salvatore A | Independence Sq. West - The Curtis Center - Sulte 1130 East Philadelphia, PA 19106-3308 US |
| Clifford, John R | 655 West Broadway Sulte 900 San Diego, CA 92101-8484 US |
| Coffey, Michael W | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Cohen,Laurie T | 677 Broadway Albany, NY 12207-2996 US |
| Collins, J. Price | Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US |
| Colombo,Sherril M | 100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US |
| Contino, Victoria M | 677 Broadway Albany, NY 12207-2996 US |
| Coon, Timothy P | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Corless, Thomas C | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US |
| Corleto, Anthony B | 1010 Washington Boulevard Stamford, CT 06901 US |
| Cushing, Kym S | 300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US |
| Dandelles Stefan R | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US |
| D'angelo,Vincent | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US |
| Das, Anjali C | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US |
| D'Avanzo, Joseph A | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Deaver, James T.h. | 150 East 42nd Street New York, NY 10017-5639 US |
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| Justica Columnia | 3 Gannett Drive White Plains, NY 10604-3407 US | |
| Visito Attition . | 33 Washington Street Newark, NJ 07102-3017 US | |
| 30110101111101111 | 525 Market Street - 17th Floor San Francisco, CA 94105-2725 US | · · · · · · · · · · · · · · · · · · · |
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| LINGIN, COOP D | 150 East 42nd Street New York, NY 10017-5639 US | |
| Endick, Marshal | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US | |
| Enger, William K | 150 Sort 42nd Street New York, NY 10017-5639 US | |
| Evans, Julie Robin | Independence Str. West - The Curtis Center - Sulte 11.30 East Philadelphia, PA 19106-3306 05 | |
| Fedullo,Rochelle M
Feinberg,Glen S: | 3 Gannett Drive White Plains, NY 10604-3407 US | |
| Feuer, Charles M | 3 Gappett Drive White Plains, NY 10604;3407 US | |
| Fiedel Alan | 100 Southeast Second Street - Sulte 3800 Mami, FL 33131-2126 US | |
| Flanagan, Christopher P | 260 Franklin Street - 14th Floor Boston, MA 02110-3112 US | |
| Flannery, John M | 3 Gappett Drive White Plains, NY 10604-3407 US | |
| Flores Daniel F | 132 Washington Street Newark, NJ 07102-3017 US | |
| Francoeur, Joseph L | 150 Fast 42nd Street New York, NY 10017-5639 US | |
| Freeman, Nicholas Design | 105 Fast Robinson Street 4th Floor Orlando, Ft 32801 US | |
| Friedberg, Alan | 3 Gannett Drive White Plains, NY 10604-3407 US | |
| Fuerth, Glenn J | 150 Fast 42nd Street New York, NY 10017-5639 US | |
| Gallagher Lorraine E.j. | a Compatt Drive White Plains, NY, 10604-3407 US | |
| Gallo, Joseph A | 133 Washington Street Newark; NJ 07102-3017 US | |
| Gambardella, Thomas | 3 Gannett Drive White Plains, NY 10604-3407 US | |
| Gambino,Mary E参照 | 525 Market Street - 17th Floor San Francisco, CA 94105-2725 US | |
| Gandy,William G | 8444 Westpark Drive - Suite 510 McLean VA 22102-5102 US | |
| Gardner, Gary A | 150 East 42nd Street New York, NY 10017-5639 US | · |
| Garson,Edward P. | 525 Market Street #17th Floor San Francisco CA 94105-2725 US | - |
| Garson, Loward S | 150 East 42nd Street New York, NY 10017-5639 US 11 | |
| Gebhardt,Robert C | 525 Market Street = 17th Floor San Francisco, CA 94105-2725 US | |
| Gehlhar, Bernard | 525 Market Street = 17th Floor San Francisco, CA 94105-2725 US | |
| Geraghty Patrick D | Is Gagnett Drive White Plains, NY 10604-3407 US | |
| Geroulo, Mary Jean | Bank of America Plaza = 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US | |
| Giannetta, Cathleen A | 2 Carnett Drive White Plains, NY 10604-3407 US 10-37-37-37-37-37-37-37-37-37-37-37-37-37- | |
| Gilmore, Ashley F | Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, 1X 75202-3758 US | |
| Gilmore, Ashley 1 Goldner, Anthony M | 155 West Manroe Street - Suite 3800 Chicago, IL 60603-5001 US | |
| Golson, Patricia A | 1555 S. Flower Street - Sulte 2900 Los Angeles, CA 90071-2407 US | |
| Goodson, Robert W | 700 11th Street, NW, Sulfe 400 Washington, DC 20001 US | |
| Graffeo, Allison R | 150 East 42nd Street New York, NY 10017-5639 US | |
| Gunning,Robert T | 33 Washington Street Newark, NJ 07102-3017 US | · |
| Hackett, Colin P | 33 Washington Street Newark, NJ 07102-3017 US | |
| Hagen, Gregory D | 655 West Broadway Suite 900 San Diego, CA 92101-8484 US | <u></u> |
| Haimowitz, Aaron R | 150 East 42nd Street New York, NY 10017-5639 US | |
| Hanlon, Joseph T | 33 Washington Street Newark, NJ 07102-3017 US | |
| Hanrahan, Catherine A | 700 11th Street, NW, Suite 400 Washington, DC 20001 US | · |
| Harding, Jacqueline | 555 S. Flower Street - Sulte 2900 Los Angeles, CA 90071-2407 US | |
| Harris, Theresa M | 150 East 42nd Street New York, NY 10017-5639 US | |
| Harrison, Robert W | 655 West Broadway Suite 900 San Diego, CA 92101-8484 US | , <u></u> |
| Heitman, Jennifer S | 3 Gannett Drive White Plains, NY 10604-3407 US | |
| Heller, Bennett R. | ISS Wast Mange Street - Suite 3800 Chicago, IL 60603-5001 US | · |
| Henderson, John R | Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US | · |
| Herlihy Thomas M | 525 Market Street - 17th Floor San Francisco, CA 94105-2725 US | |
| inshiny, monday w | 3 Gannett Drive White Plains, NY 10504-3407 US | |
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| Heubel, Gerard J | 5847 San Felipe - Sulte 2300 Houston, TX 77057-4033 US | |
| Heubel, Gerard J
Higgins, Sean M
Hirsch, Irving B | 5847 San Felipe - Sulte 2300 Houston, TX 77057-4033 US
150 East 42nd Street New York, NY 10017-5639 US
555 S. Flower Street - Sulte 2900 Los Angeles, CA 90071-2407 US | |

| v (Hoffman,Jerry S | 627.0 |
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| Holmes.David M | 677 Broadway Albany, NY 12207-2996 US |
| Hopkinson Kelly Barbara A | S5 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US 33 Washington Street Newark, NO 07102-3017 US |
| Horres Jr., E. Stratton | Bank of America Plaza - 901 Main Street, Sulte 4800 Dallas, TX 75202-3758 US |
| Hyacinthe, Sylvere M | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Hyland,Thomas | 150 East 42nd Street New York, NY 10017-5639 US |
| Isaacsohn,Louis J | Independence Sq. West - The Curtis Center - Sulte 1130 East Philadelphia, PA 19106-3308 US |
| Jast,Raymond J | 133 West Horroe Street - Stite 3800 Chicago, 1L 60603-5001 US |
| Jeffers, Darrell E | 677 Broadway Albany, NY 12207-2996 US |
| Jenkins, Walter S | Independence Sq. West - The Curtis Center - Sulte 1130 East Philadelphia, PA 19106-3308 US |
| Jennings, Gerald J | 077 Broadway Albany, NY 12207-2996 US |
| Joffe, Steven J
Jones, Mark M | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US |
| Jordan, Laura B | 8444 Westpark Drive - Sulte 510 McLean, VA 22102-5102 US |
| Kachadoorian, James W | 3 Gannett Drive White Plains, NY 10504-3407 US |
| Kahn, David S | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Kahn, Gregg S | 300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US 33 Washington Street Newark, NJ 07102-3017 US |
| Kantrow, Josh M | 95 West Monroe Street - Sulte 3800 Chicago, IL 60603-5001 US |
| Karlovich, Susan | 33 Washington Street Newark, NJ 07102-3017 US |
| Karp,Paul J | 150 East 42nd Street New York, NY 10017-5639 US |
| Katz,Bruno W | 655 West Broadway Suite 900 San Diego, CA 92101-8484 US |
| Kauffman, Nicholas J | 150 East 42nd Street New York, NY 10017-5639 US |
| Kavanagh, Kevin T | Independence Sq. West - The Curtis Center - Sulte 1130 East Philadelphia, PA 19106-3209 US |
| Kelly, Patrick M | 133 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US |
| Kelly,Robert E | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia PA 19105 3300 US |
| Kent, Steven S | 130 Last 42/ld Street New York, NY 10017-5639 US |
| King,Kathie D
Kipnis,Adam J | Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19105 3300 US |
| Kirpalani,Maynard M | ISC. Paul Plaza - 200 Sc. Paul Place - Sulte 2530 Baltimore, MD 21202-2004 US |
| Klein, Richard S | 260 Franklin Street - 14th Floor Boston, MA 02110-3112 US |
| Knopf, Fred N | 150 East 42nd Street New York, NY 10017-5639 US |
| Koba, Nancy Quinn | 3 Gannett Drive White Plains, NY 10604-3407 US 3 Gannett Drive White Plains, NY 10604-3407 US |
| Krause,Paul D | 700 11th Street, NW, Suite 400 Washington, DC 20001 US |
| Krauss,Kurt W | 33 Washington Street Newark, NJ 07102-3017 US |
| Krauss,William P | 33 Washington Street Newark, NJ 07102-3017 US |
| Kunowski, Herbert P | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US |
| Kuzniar,Jason M | 55 West Monroe Street - Sulte 3800 Chicago, IL 60603-5001 US |
| Laird, Joseph | 150 East 42nd Street New York, NY 10017-5639 US |
| Larkin, Peter J | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Latimer, Walter G | 100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US |
| Lauricella, Peter A | 677 Broadway Albany, NY 12207-2996 US |
| Le Montree,Darren B
Ledwin,Mark G | 555 S. Flower Street - Sulte 2900 Los Angeles, CA 90071-2407 US |
| Lee, John C | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Leghorn, Thomas | 555 S. Flower Street - Sulte 2900 Los Angeles, CA 90071-2407 US |
| Leighton Jr, Joseph F | 150 East 42nd Street New York, NY 10017-5639 US |
| Lerner,Richard | 260 Franklin Street - 14th Floor Boston, MA 02110-3112 US
150 East 42nd Street New York, NY 10017-5639 US |
| Lesko,Robert P | 33 Washington Street Newark, NJ 07102-3017 US |
| Levasseur,Guy J | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Levine,Tori S | Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US |
| Levy,Jay W | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Lubin,Rory L | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Lum,Larry | 150 East 42nd Street New York, NY 10017-5639 US |
| Mahoney, Matthew S | 33 Washington Street Newark, NJ 07102-3017 US |
| Malfa,Frances | 150 East 42nd Street New York, NY 10017-5639 US |
| Manchisi,Francis P
Manisero,Thomas R | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Marangas, Theresa B | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Marcellino, Stephen | 677 Broadway Albany, NY 12207-2996 US |
| Marrello,Lisa M | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Mazzola, Jean-Claude | 677 Broadway Albany, NY 12207-2996 US |
| McDonough,Sean M | 150 East 42nd Street New York, NY 10017-5639 US |
| McGann, John P | 105 East Robinson Street - 4th Floor Orlando, FL 32801 US
150 East 42nd Street New York, NY 10017-5639 US |
| McGovern, Joseph A.h. | 3 Gannett Drive White Plains, NY 10504-3407 US |
| McLean, Mary Ann | 677 Broadway Albany, NY 12207-2996 US |
| McMahon, Daniel J | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US |
| Meisels,Peter A | 3 Gannett Drive White Plains, NY 10604-3407 US |
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| Novay,Christian T | A December 19707-2996 U2 |
| Novotny,F. Douglas | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US |
| Jugent,Lori S | 3 Gannett Drive White Plains, NY 10604-3407 US |
| O'Brien,H Michael | 3 Gannett Drive Write Plants, N. 10804-3407 US |
| O'Brien, James F | 3 Gannett Drive White Plains, NY 10504-3407 US |
| O'Connor, Carolyn, F | 33 Washington Street Newark, NJ 07102-3017 US |
| Oelsner,Richard S | 3 Gannett Drive White Plains, NY, 10604-3407 US |
| O'Gorman,Edward J | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Ottombrino,Lois K | Land Short 42nd Street New York, NY-10017-5639 US |
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| Pak,Dennis J | Legel C. Slower Street - Suite 2900 Los Angeles, CA 90071240703 |
| Parminter,Steven R | 1637 Recadway Albany NY 12207-2996 US 333 |
| Perkins, Joseph T | T Chroot New York NY 10017-5639 US.; |
| Pernicone,Carl J. | The collegion of the angeles, CA 500/1-250/05 |
| Pisano, George A: | |
| Piscitelli, Anthony P | The plant of Main Street, Suite 4000 Suites, Williams |
| Pollard Bryan D | 150 East 42nd Street New York, NY.10017-5639 US |
| Pomerantz, Frederick J | |
| Porter Richard B, | |
| Press, Michelle R | 555 S. Flower Street - Suite 2900 Los Agents Street - 17th Floor San Francisco, CA 94105-2725 US |
| Publicover, Adrienne C | 525 Market Street - 17th Floor San Francisco |
| Quaranta, Philip | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Quinn, Thomas F. | |
| Quilli, Hollassississis | |
| Rabinowitz, Wayne I | 3 Gannett Drive White Plants, William School South, 4th Street 11th Floor Las Vegas, NV, 89101-6014 US |
| Ramirez, Jorge A | The Partie of Carlot Namark N1 0710243017, US 1965 |
| Rehberger, James S | T-1.1. 1981 Ceroal Newart NEO7102-3017-058-201. |
| Riina,William J | To Connect Delive White Plains, NY 10604-3407-05 |
| Ritter, Jodi B | |
| Roarke, Robert F | Land A Courage 17th Floor San Francisco; CA 94105-2723 03 |
| Robinson, Ralph | 260 Franklin Street - 14th Floor Boston, MA 02110-3112 US |
| Rockas, George C | 150 East 42nd Street New York, NY 10017-5639 US |
| Roer, Ricki Ellen | 3 Gannett Drive White Plains, NY 10604-3407-US |
| Rosen Semlies, Lori | 3 Gannett Drive White Plants, W. 1904, 30017-5539 U.S. |
| Rosen,Adam B | 150 East 42nd Street New York, NY 10017-5639 US |
| Rosenberg, Philip | 677 Broadway Albany, NY 12207-2996 US |
| Ross, David M | 677 Broadway Albany, NY 12207-2536-653
700 11th Street, NW, Suite 400 Washington, DC 20001 US
3 Gannett Drive White Plains, NY 10604-3407 US |
| Ross, Mathew P | |
| Rothmann,Rebecca M | 3 Gannett Drive Writte Plails, W. 2007. 1L 60603-5001 US 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US |
| Rowland, Stacey B | C77 Brandway Albany, NY 12207-2996 US |
| Nowjanu, Stacey 5 | 150 East 42nd Street New York, NY 10017-5639 US |
| Rubenslein, Richard H | SE Paul Plaza - 200 St. Paul Place - Suite 2530 Baitmore, No 22202 |
| Russell,Angela Williams | 627 Broadway Albany, NY 12207-2996 US |
| Russo, Theresa M | -53 B |
| Sandhaas, Jill T | Language Street NIM Suite 400 Washington, DC 20001 05 |
| Sandza, Elizabeth B | 700 11th Street, NW, 55tb 510 McLean, VA 22102-5102 US 8444 Westpark Drive - Sulte 510 McLean, VA 22102-5102 US |
| Santoni,Cynthia L | 3 Gannett Drive White Plains, NY 10504-3407 US |
| Sauter,Eric J. | 150 East 42nd Street New York, NY 10017-5639 US |
| Schaffer, Scott R | 150 East 42nd Street New York, NY 10017 - 3032 US
5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US |
| Schexnayder, Martin S | 5847 San Felipe - Suite 2300 (1003001), 14 7 7 00 1 60603-5001 US |
| Schlom, Curt J. | 5847 San Felipe - Soite 2800 Chicago, IL 60603-5001 US 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US |
| Schouest, John L | |
| Scott, Kenneth | Independence So, West - The Curtis Center - Suite 1130 East Filliodigate |
| Shapiro, Kenneth L | |
| Shapiro, Kerikisar L | - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 |
| Sheehan, Timothy J | - A Courant Many Vorty NY 11111 (7-503) 9 US |
| Sheiffer,David S.
Shenker,Cynthia D | 150 East 42nd Street New 1017, 1
677 Broadway Albany, NY 12207-2996 US
5847 San Felipe - Sulte 2300 Houston, TX 77057-4033 US |
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| SKarman Renee J | 33 Washington Street Newark, NJ 07102-3017 US |
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| Smith Sandra M | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Spitaletto, Thomas M | Bank of America Plaza - 901 Main Street, Suite 4800 Dalias, TX 75202-3758 US |
| Spolzino, Robert A | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Staley, Lee H | 5847 San Felipe - Sulte 2300 Houston, TX 77057-4033 US |
| | |
| Stankowski, James A | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US |
| Steccato, Carl L | 150 East 42nd Street New York, AY 10017-5639 US |
| Steel, Laura N | 700 11th Street, NW, Suite 400 Washington, DC 20001 US |
| Stevens, Michael N | 150 East 42nd Street New York, NY 10017-5639 US |
| Stewart,lan A | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US |
| Stimmel,Linda M | Bank of America Plaza - 901 Main Street, Sulte 4800 Dallas, TX 75202-3758 US |
| Stopnik,Scott H | 150 East 42nd Street New York, NY 10017-5639 US |
| Strasius, Anthony P | 100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US |
| Sullivan,John W | 150 East 42nd Street New York, NY 10017-5639 US |
| Takacs, Michael S | Independence Sq. West - The Curtis Center - Sulte 1130 East Philadelphia, PA 19106-3308 US |
| Testa;Wendy:D | Independence Sq. West - The Curtis Center - Sulte 1130 East Philadelphia, PA 19106-330B US |
| Thomas, Mark W | 677 Broadway Albany, NY 12207-2996 US |
| Thome,Sheri M | 300 South 4th Street - 11th Floor Las. Vegas, NV 89101-6014 U5 |
| Thurston, James K | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US |
| Tillem,David L | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Tobin, Thomas W | 3 Gannett Drive White Piains, NY 10604-3407 US |
| Tompkins III, George N | 150 East 42nd Street New York, NY 10017-5639 US |
| Tone, Michael P | 55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US |
| Topping, Joanna M | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Tumbarello,Phillip | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Tyrie, James P | 150 East 42nd Street New York, NY 10017-5639 US |
| Vignali,Rosario M | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Vittori, Michael L | 55 West Monroe Street - Sulte 3800 Chicago, IL 60603-5001 US |
| Vogel, Harold S | 100 Southeast Second Street - Suite 3800 Miaml, FL 33131-2126 US |
| Wallace, Robert B | 700 11th Street, NW, Suite 400 Washington, DC 20001 US |
| Waters, Jason R | 8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US |
| Waters, Kelly A | 33 Washington Street Newark, NJ 07102-3017 US |
| Weber,Robert | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Ween.Martin M | 150 East 42nd Street New York, NY 10017-5639 US |
| Whiteman Brian J | 33 Washington Street Newark, NJ 07102-3017 US |
| Wilkinson, Kathleen D | Independence Sq. West - The Curtis Center - Sulte 1130 East Philadelphia, PA 19106-3308 US |
| Williams, Walter L | 8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US |
| Wills, Linda P | 5847 San Felipe - Sulte 2300 Houston, TX 77057-4033 US |
| Wilson Jr, Thomas W | 150 East 42nd Street New York, NY 10017-5639 US |
| Wingertzahn, William M | 3 Gannett Drive White Plains, NY 10604-3407 US |
| Witz.Thomas M | 677 Broadway Albany, NY 12207-2996 US |
| Wright, Nancy V | 150 East 42nd Street New York, NY 10017-5639 US |
| Young Robert | 555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US |
| Young Steven L | 3 Gannett Drive White Plains, NY 10604-3407 US |
| 11.3, -10.011 4 | 1 |



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 aniendments.

| CONTRACTOR NAME: Wilson Elser Moskowitz Edelman & Dicker LLP (EPA) CLAT11000008 |
|--|
| CONTRACTOR ADDRESS: 666 Old Country Road, Garden City, NY 11530 |
| FEDERAL TAX ID# 132679447 |
| Instructions: Please check the appropriate box ("\sum") after one of the following roman numerals, and provide all the requested information. I. \sum 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] [date] [#] of sealed bids were received and opened. |
| II. The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on [date]. Potential proposers were made aware of the availability of the RFP by [newspaper advertisement, posting on website, mailing, etc.]. [#] of potential proposers requested copies of the RFP. Proposals were due on [date] [#] proposals were received and evaluated. The evaluation committee consisted of: |
| flist members]. The proposals were scored and |
| ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected. |

III. X This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on October 8, 2010 and later amended. This is an amendment within the scope of the RFQ. A review was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks. IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. A. The contract has been awarded to the proposer offering the lowest cost proposal; OR: □ B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers. V.

□ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals. ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner. ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached). ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no.______, and the attached memorandum explains how the purchase is within the scope of the terms of that contract. D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the services required through an inter-municipal agreement.

VI.

☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department

intends to initiate a competitive process for the ? future award of these ----

where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

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

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

John Ciampoli, County Attorney

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

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AMENDMENT NO. 2

AMENDMENT, dated as of May____, 2011 together with any appendix, schedule or exhibit, if any (this "Amendment"), between (i) the Nassau County Attorney on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP having its principal office at 666 Old Country Road, Suite 510 Garden City New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT10000033 between the County and Counsel, executed on behalf of the County on October 8, 2010 and as amended thereafter (the "Original Agreement"), Counsel provides legal services to the County in connection with litigation known as the HAVA cases, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement is from August 1, 2010 until July 31, 2011 (the " $\underline{\text{Original Term}}$ ");

WHEREAS; the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, is Two Hundred and Seventy-five Thousand Dollars (\$275,000.00) (the "Maximum Amount"); and

WHEREAS; the County and Counsel desire to amend the Services.

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

- 1. <u>Services</u>. In addition to the Services set forth in the Original Agreement and beginning on May 1, 2011, Counsel shall represent the County in all proceedings and matters related to a complaint known as Compliance Order and Notice of Opportunity for Hearing issued on March 31, 2011 by the United States Environmental Protection Agency ("EPA") and assigned Docket No. RCRA-02-2011-7506.
- 2. <u>Term.</u> The Original Term shall be extended for the period of time necessary to resolve the EPA matter, which period is anticipated to be two years.
- 3. <u>Full Force and Effect</u>. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

PLEASE EXECUTE IN BLUE INK

| STATE OF NEW YORK) |
|---|
|)ss.:
COUNTY OF NASSAU-) Westchester |
| On the le day of how in the year 2011 before me personally came Robert politics to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of work the county of that he or she is the toy they of of which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation. NOTARY PUBLIC NOTARY PUBLIC NOTARY PUBLIC, State of New York No. 01R15087154 Qualified in Westchester County Commission Expires: 10/27/09 202 |
| STATE OF NEW YORK) |
|)ss.:
COUNTY OF NASSAU) |
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| STATE OF NEW YORK) |
|)ss.:
COUNTY OF NASSAU) |
| On the day of in the year 2010 before me personally came victorial line. To me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County. |

NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC

STATE OF NEW YORK

COMMISSION NO. 01PE6176832

EXPIRES 7/23/20/25

Contract ID#:CQAT10000033

received on 03/18/2013

Department: County Attorney

SERVICES: Special Counsel

Contract Details

NIFS ID #: CLAT13000004 NIFS Entry Date: 12/21/2012 Term: from August 1, 2010 - Completion

| New Renewal | |
|--|----------|
| Time Extension | |
| Addl. Funds | |
| Blanket Resolution | |
| Agency Information Vendor Wilson Elser Moskowitz Edelman & Dicker LLP Address 666 Old Country Road Suite 510 Garden City, New York 11530 Routing Slip Department John Country Road Suite 510 Garden City, New York 11530 Routing Slip Department John Country Road Suite 510 Routing Slip John Country Road Suite 510 Routing Slip John Country Road Suite 510 Routing Slip John Country Road Suite 510 Routing Slip | |
| Vendor Name Wilson Elser Moskowitz Edelman & Dicker LLP Address 666 Old Country Road Suite 510 Garden City, New York 11530 Routing Slip Phone Contact Person Robert A. Spolzino, Esq. One West Street Mineola, New York 11501 Phone (516) 571-1675 Routing Slip Department Address One West Street Mineola, New York 11501 Phone (516) 571-1675 | |
| Vendor Name Wilson Elser Moskowitz Edelman & Dicker LLP Address 666 Old Country Road Suite 510 Garden City, New York 11530 Routing Slip Phone Contact Person Robert A. Spolzino, Esq. One West Street Mineola, New York 11501 Phone (516) 571-1675 Routing Slip Department Address One West Street Mineola, New York 11501 Phone (516) 571-1675 | |
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| Edelman & Dicker LLP Address 666 Old Country Road Suite 510 Garden City, New York 11530 Routing Slip Department NIFS Entry (Dept) Daniel Gregware Address One West Street Mineola, New York 11501 Phone (516) 571-1675 | |
| Address 666 Old Country Road Suite 510 Garden City, New York 11530 Robert A. Spolzino, Esq. One West Street Mineola, New York 11501 Phone (516) 571-1675 Routing Slip DEPARTMENT Internal Verification Person Robert A. Spolzino, Esq. One West Street Mineola, New York 11501 Phone (516) 571-1675 | |
| Robert A. Spolzino, Esq. Garden City, New York 11530 Routing Slip DATE: Address One West Street Mineola, New York 11501 Phone (516) 571-1675 DATE: Approx. DEPARTMENT Internal Verification Approx. DATE: Approx. DEPARTMENT Internal Verification Approx. Phone SIGNATURE Find SIGNATURE Find NIFS Entry (Dept) | |
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| OMB NIFS Approval . | 2.3 |
| County Attorney CA RE&I Verification | 1450 |
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| Legislative Affairs Fw'd Original Kts Ct | 200 |
| Rules / Leg. | 3.24 |
| County Attorney NIFS Approval | |
| County Comptroller NIFS Approval | |
| County Executive Notarization Filed with Clerk of the Leg. | |



| Contract Summary | |
|--|---|
| Description: Amendment # 3 | resent the |
| Purpose: Amendment to an existing contract to add money and services to an existing contract. The new services are to representing in litigation related to asbestos claims from working in the Nassau County Coliseum. The existing services are related to asbestos claims from working in the Nassau County Coliseum. The existing services are related to asbest representing the County in the HAVA cases and with EPA matters. | |
| Method of Procurement: For this amendment, the County issued an RFP to represent the County in litigation related to asbest working in the Nassau County Coliseum. Four firms responded to the RFP. They were Wilson Elser, Rigano, LLC, Mon McGuire & Salley, and Patton Boggs, CLLP. Wilson Elser was selected. | · |
| Procurement History: The original contract was procured through a review that was conducted of the firms qualified on the C to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz and Wilson Elser were considered, partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks. The add the HAVA cases was procured by interviewing Jaspan Schlesinger LLP, Leventhal & Sliney LLP and Wilson Elser Elser was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting | amendment to
LLP. Wilson |
| Description of General Provisions: As described above. | |
| Impact on Funding / Price Analysis: \$250,000.00 | |
| | |
| Change in Contract from Prior Procurement: N/A | |
| Recommendation: approve as submitted | |
| Advisement Information | alassa 200 200 200 200 200 200 200 200 200 20 |
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RULES RESOLUTION NO. 24 2013

A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

Passed by the Rules Committee

Nassau County Legislature

Voice Vote on 2-4-13

OTING:

Passed by the Rules Committee

Nassau County Legislature

Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP.

was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act. 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 , and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the services required through an inter-municipal agreement.

VI.

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

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

VII.

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

| | | Office Address | Phone Number 518-449-8893 |
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| (116) Haine | Office | 1677 Broadway, Albany, NY 12207 | |
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| ntine Victoria M | Albany | 677 Broadway, Albany, NY 12207 | 518-449-8893 |
| ffman,Jerry S | Albany | 677 Broadway, Albany, NY 12207 | 518-449-8893 |
| ffers.Darrell E | Albany | 677 Broadway, Albany, NY 12207 | 518-449-8893 |
| nnings,Gerald J | Albany | 677 Broadway, Albany, NY 12207 | 518-449-8893 |
| uricella,Peter A | Albany | 677 Broadway, Albany, NY 12207 | 518-449-8893 |
| arangas,Theresa B | ¡Albany. | 16// Broadway, Albany, NY 12207 | 518-449-8893 |
| arrello Lisa M | Albany | 677 Broadway, Albany, NY 12207 | 518-449-8893 |
| eidl,Benjamin F | Albany | 677 Broadway, Albany, NY 12207 | 518-449-8893 |
| Jame,Samir | Albany | 677 Broadway, Albany, NY 12207 | 518-449-8893 |
| ovotny,F, Douglas | АІрапу | 677 Broadway, Albany, NY 12207 | 518-449-8893 |
| erkins,Joseph T | Albany | 677 Broadway, Albany, NY 12207 | 518-449-8893 |
| iscitelli,Anthony P | Albany | 677 Broadway, Albany, NY 12207 | 518-449-8893 |
| osenberg,Philip | Albany | 677 Broadway, Albany, NY 12207 | 518-449-8893 |
| osenberg, Frank | Albany | 577 Broadway, Albany, NY 12207 | 518-449-8893 |
| owland,Stacey B | Albany | 1677 Broadway, Albany, NY 12207 | 518-449-8893 |
| usso,Theresa M | Albany | S77 Broadway Albany, NY 12207 | 518-449-8893 |
| andhaas,Jill T | Albany | Tezz Broadway Albany, NY 12207 | 518-449-8893 |
| hapiro,Kenneth L | | 1677 Broadway, Albany, NY, 12207 | 518-449-8893 |
| henker,Cynthia D | Albany | 1677 Broadway, Albany, NY,12207 | 518-449-8893 |
| homas,Mark W | Albany | Logiz Breedwing Albany NY 12207 | 410-539-1800 |
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| AcGann, John Page 1886 | Boston | Loco Econolin Street 14th Floor Bustott War V4 17 | 617-422-5300 |
| Rockas,George C | Boston | 260 Franklin Street, 14th Floor, Boston, MA 02110 | 617-422-5300 |
| Sears,Michele C | Boston | 55 West Monroe Street, Suite 3800, Chicago, IL 60603 | 312-704-0550 |
| Blair,Kimberly E | Chicago | 55 West Monroe Street, Suite 3800, Chicago, IL 60603 | 312-704-0550 |
| Brown,David T | Chicago | | 312-704-0550 |
| Cohen Loren S | Chicago . | 55 West Monroe Street, Suite 3800, Chicago, IL 60603 | 312-704-0550 |
| Dandelles, Stefan R | Chicago - 👉 | 55 West Monroe Street, Suite 3800, Chicago, IL 60603 | 312-704-0550 |
| Das,Anjali C | Chicago | 55 West Monroe Street, Suite 3800, Chicago, IL 60603 | |
| Derrig,Craig M | Chicago | 55 West Monroe Street, Suite 3800, Chicago, 15 60603 | 312-704-0550 |
| Goldner, Anthony M | | 55 West Monroe Street, Suite 3800, Chicago, IL 60603 | 312-704-0550 |
| Heller,Bennett R. | Chicago ` | 155 West Monroe Street, Suite 3800, Chicago, IL 60603 | 312-704-0550 |
| Holmes, David M | Chicago | 55 West Monroe Street, Suite 3800, Chicago, IL 60603 | 312-704-0550 |
| Jast,Raymond Jast | Chicago | | 312-704-0550 |
| Kantrow, Josh M | Chicago | ice Month Monton Street Sille 3000, Cilicago, IL 00000 | 312-704-0550 |
| Kantrow,Josh M | Chicago | | 312-704-0550 |
| Kersting,Edna S | Chicago | - Chapt Chita 38HD UBICAGO, IL 00000 | 312-704-0550 |
| Kuzniar, Jason M | Chicago | Tre Mont Monroe Street Stille 2000, Unicago, 12 00000 | 312-704-0550 |
| McKay,Timothy J | Chicago | ice Mani Manroe Street Stille 3000, Officago, it voods | 312-704-0550 |
| McMahon, Daniel J | | 155 Most Morroe Street Stiffe 3800, Chicago, ic 00000 | 312-704-0550 |
| Murphy-Petros, Melissa A | Chicago | Jer Meet Monroe Street Suite 3800, Unicago, IL 00003 | 312-704-0550 |
| Murray Jr. Thomas F | | ISE Most Marros Street Stiffe 3800, Unicago, IL 60003 | (312-704-0550 |
| Novay,Christian T | Chicago | Let Most Monroe Street Stiffe 3800, Unidago, it 00003 | 312-704-0550 |
| Nugent,Lori S | Chicago | GC West Monroe Street Stille 3800, Unicado, IL 00000 | 312-704-0550 |
| Rothmann,Rebecca M | Chicago | Tot West Manroe Street Suite 3800, Unicago, it 60000 | 312-704-0550 |
| Schlom, Curt J. | Chicago | is the Monroe Street Stille 3000, Unicago, is 00000 | 312-704-0550 |
| Thurston, James K | Chicago | les Mest Marcon Street Stille 3800, Unicago, il duoos | 312-704-0000 |
| Tone,Michael P | Chicago | Tes Maria Maria Street Suite 3800, Unicado, il 60003 | 312-704-0550 |
| Vittori, Michael L | Chicago | - Dalle J. J. America Diaza Qui Main Sueet, Dalles, IA 70202 | 214-698-8000 |
| Akins William J | Dallas | in at a marine Diaza 901 Main Street, Dallas, IA 19202 | 214-698-8000 |
| Alcantar, Rebecca M | jDallas | Dark of America Plaza, 901 Main Street, Dallas, 1A 15202 | 214-698-800 |
| Cameron,Lee L | Dallas | Bank of America Plaza, 901 Main Street, Dallas, TX 75202 Bank of America Plaza, 901 Main Street, Dallas, TX 75202 | 214-698-800 |
| Collins, J. Price | (Dallas | Bank of America Plaza, 901 Main Street, Dallas, TX 75202
Bank of America Plaza, 901 Main Street, Dallas, TX 75202 | 214-698-800 |
| Geroulo, Mary Jean | Dallas | Bank of America Plaza, 90 1 Main Street, Dallas, TX 75202 | 214-698-800 |
| Gilmore, Ashley F | (Dallas | Bank of America Plaza, 901 Main Street, Dallas, TX 75202 | 214-698-800 |
| Henderson, John R | Dallas | To the America Diaza 901 Main Street, Dallas, 17 1,020 | 214-698-800 |
| Herror In E. Strotton | Dallas | Data Main Street, Dallas, TA 10404 | 214-698-800 |
| Horres Jr., E. Stratton
Levine, Tori S | Dallas | Bank of America Plaza, 901 Main Street, Dallas, TX 75202
Bank of America Plaza, 901 Main Street, Dallas, TX 75202 | .214-698-800 |
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| Partner Name | Office | Office Address | |
|-------------------------------------|----------------------------|--|-------------------------------|
| Pollard,Bryan D | Dallas | Bank of America Plaza, 901 Main Street, Dallas, TX 75202 | Phone Number |
| Spitaletto,Thomas M | Dallas | Bank of America Plaza, 901 Main Street, Dallas, TX 75202 | 1214-698-8000 |
| Stimmel,Linda M | ıDallas | Bank of America Plaza, 901 Main Street, Dallas, TX 75202 | 214-698-8000 |
| Bermudez, Joseph F | ;Denver | 1512 Larimer Street, Denver, CO 80202 | (214-698-8000 |
| Melichar, Jason D | Denver | :1512 Larimer Street, Denver, CO 80202 | 303-572-5300 |
| Solano, Henry L | Denver | 1512 Larimer Street, Denver, CO 80202 | 303-572-5300 |
| Berns,Robert A. | Florham Park | 200 Campus Drive, Florham Paek, NJ 07932 | 303-572-5300 |
| Billek,Maxwell L | Florham Park | 200 Campus Drive, Florham Paek, NJ 07932 | 973-624-0800 |
| Brown,Kenneth M | Florham Park | 200 Campus Drive, Florham Paek, NJ 07932 | 973-624-0800 |
| Donovan, Kevin C | iFlorham Park | 200 Campus Drive, Florham Paek, NJ 07932 | 973-624-0800 |
| Flores,Daniel F | Florham Park | 1200 Campus Drive, Florham Paek, NJ 07932 | 973-624-0800 |
| Gallo, Joseph A | IFlorham Park | 200 Campus Drive, Florham Paek, NJ 07932 | 973-624-0800
973-624-0800 |
| Gottilla,Roger R | Florham Park | 200 Campus Drive, Florham Paek, NJ 07932 | |
| Gunning,Robert T | Florham Park | 200 Campus Drive, Florham Paek, NJ 07932 | 973-624-0800 |
| Hanlon,Joseph T | Florham Park | 200 Campus Drive, Florham Paek, NJ 07932 | 973-624-0800 |
| Hopkinson Kelly, Barbara A | Florham Park | 200 Campus Drive, Florham Paek, NJ 07932 | 973-624-0800 |
| Kahn,Gregg S | Florham Park | 200 Campus Drive, Florham Paek, NJ 07932 | 1973-624-0800 |
| Karlovich,Susan | Florham Park | 200 Campus Drive, Florham Paek, NJ 07932 | 973-624-0800 |
| Krauss,Kurt W | (Florham Park | 200 Campus Drive, Florham Paek, NJ 07932 | 973-624-0800 |
| Lesko,Robert P | Florham Park | 200 Campus Drive, Florham Paek, NJ 07932 | 973-624-0800 |
| Mahoney,Matthew S | Florham Park | 200 Campus Drive, Florham Paek, NJ 07932 | 973-624-0800
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| O'Connor,Carolyn F | Florham Park | 200 Campus Drive, Florham Paek, NJ 07932 | |
| Orr,James | Florham Park | 200 Campus Drive, Florham Paek, NJ 07932 | 1973-624-0800 |
| Piorek,Joanna P | Florham Park | 200 Campus Drive, Florham Paek, NJ 07932 | 1973-624-0800 |
| Quinn, Thomas F | Florham Park | 200 Campus Drive, Florham Paek, NJ 07932 | 973-624-0800
973-624-0800 |
| Rehberger,James S | Florham Park | 200 Campus Drive, Florham Paek, NJ 07932 | 973-624-0800 |
| Riina,William J | Florham Park | 200 Campus Drive, Florham Paek, NJ 07932 | 1973-624-0800 |
| Sherman Renee J | Florham Park | 200 Campus Drive, Florham Paek, NJ 07932 | 973-624-0800 |
| Turner,Michael P | Florham Park | 200 Campus Drive, Florham Paek, NJ 07932 | 1973-624-0800 |
| Whiteman, Brian J | Flornam Park | 200 Campus Drive, Florham Paek, NJ 07932 | 973-624-0800 |
| Zuber,Scott A | Florham Park | 200 Campus Drive, Florham Paek, NJ 07932 | |
| Beckelman, Michael S | ;Houston | 5847 San Felipe, Suite 2300, Houston, TX 77057 | 973-624-0800
 713-353-2000 |
| Higgins,Sean M | Houston | 5847 San Felipe, Suite 2300, Houston, TX 77057 | 1713-353-2000 |
| Schexnayder,Martin S | Houston | 5847 San Felipe, Suite 2300, Houston, TX 77057 | 1713-353-2000 |
| Shepperd, John R | jHouston | 5847 San Felipe, Suite 2300, Houston, TX 77057 | 713-353-2000 |
| Staley,Lee H | Houston | 5847 San Felipe, Suite 2300, Houston, TX 77057 | 713-353-2000 |
| Wills,Linda P | Houston | 5847 San Felipe, Suite 2300, Houston, TX 77057 | 1713-353-2000 |
| Arledge,Jennifer W | Las Vegas | 300 South 4th Street, 11th Floor, Las Vegas, NV 89101 | 702-727-1400 |
| Cushing,Kym S | Las Vegas | 300 South 4th Street, 11th Floor, Las Vegas, NV 89101 | 1702-727-1400 |
| Edwards, Michael M | Las Vegas | 300 South 4th Street, 11th Floor, Las Vegas, NV 89101 | 1702-727-1400 |
| Kahn,David S | Las Vegas | 300 South 4th Street, 11th Floor, Las Vegas, NV 89101 | 702-727-1400 |
| Ramirez,Jorge A | Las Vegas | 300 South 4th Street, 11th Floor, Las Vegas, NV 89101 | 702-727-1400 |
| Smith,Kevin S | Las Vegas | 300 South 4th Street, 11th Floor, Las Vegas, NV 89101 | 1702-727-1400 |
| Thome,Sheri M | ¦Las Vegas | 300 South 4th Street, 11th Floor, Las Vegas, NV 89101 | 702-727-1400 |
| Corless,Thomas C | Los Angeles | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071 | 213-443-5100 |
| D'angelo,Vincent | Los Angeles | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071 | 213-443-5100 |
| Deniston, Martin K | Los Angeles | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071 | 213-443-5100 |
| Dougherty, Eugene P | Los Angeles | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071 | 213-443-5100 |
| Dudley,Susannah M | Los Angeles | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071 | 213-443-5100 |
| Eisen, David S | Los Angeles | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071 | 213-443-5100 |
| Enger,William K | Los Angeles | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071 | 213-443-5100 |
| Estrada, Diana M | Los Angeles | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071 | 213-443-5100 |
| Golson Patricia A | Los Angeles | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071 | 213-443-5100 |
| Harding, Jacqueline | Los Angeles | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071 | 213-443-5100 |
| Hoang, Arlene N | Los Angeles | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071 | 213-443-5100 |
| Immordino, John J | Los Angeles | 1555 S. Flower Street, Suite 2900, Los Angeles, CA 90071 | 213-443-5100 |
| Jenkins, Charles W | Los Angeles | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071 | 213-443-5100 |
| Joffe,Steven J | Los Angeles | 1555 S. Flower Street, Suite 2900, Los Angeles, CA 90071 | 213-443-5100 |
| Kelly,Patrick M | Los Angeles | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071 | ,213-443-5100 |
| Kunowski,Herbert P | Los Angeles | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071 | :213-443-5100 |
| Le Montree Darren B | 'Los Angeles | .555 S. Flower Street, Suite 2900, Los Angeles, CA 90071 | 213-443-5100 |
| Lee, John C | Los Angeles | :555 S. Flower Street, Suite 2900, Los Angeles, CA 90071 | 213-443-5100 |
| Moorehead, Carey B | Los Angeles | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071 | 213-443-5100 |
| Parminter Steven R | Los Angeles | .555 S. Flower Street, Suite 2900, Los Angeles, CA 90071 | 213-443-5100 |
| | | | |
| Pisano George A
Press Michelle R | Los Angeles
Los Angeles | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071
555 S. Flower Street, Suite 2900, Los Angeles, CA 90071 | 213-443-5100 |

| rtner Name | :Office | Office Address | Phone Number |
|-----------------------|--------------|---|---------------|
| ankowski,James A | Los Angeles | 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071 | 213-443-5100 |
| | ¡Los Angeles | 1555 S. Flower Street, Suite 2900, Los Angeles, CA 90071 | 213-443-5100 |
| ewart,lan A | Los Angeles | 1555 S. Flower Street, Suite 2900, Los Angeles, CA 90071 | {213-443-5100 |
| ung,Robert | Louisville | 100 Mallard Creek Road, Suite 250, Louisville, KY 40207 | 502-238-8500 |
| rd,James M | | 100 Mallard Creek Road, Suite 250, Louisville, KY 40207 | 502-238-8500 |
| arson,Marcia L | Louisville | 8444 Westpark Drive, Suite 510, McLean, VA 22102 | 1703-245-9300 |
| andy,William G | McLean | 8444 Westpark Drive, Suite 510, McLean, VA 22102 | 1703-245-9300 |
| nes,Mark M | McLean | 8444 Westpark Drive, Suite 510, McLean, VA 22102 | 703-245-9300 |
| e,Matthew W | McLean | 8444 Westpark Drive, Suite 516, McLean, VA 22162 | 703-245-9300 |
| k,Yoora | McLean | 8444 Westpark Drive, Suite 510, McLean, VA 22102 | 703-245-9300 |
| antoni,Cynthia L | McLean | 8444 Westpark Drive, Suite 510, McLean, VA 22102 | 1703-245-9300 |
| aters,Jason R | McLean | 8444 Westpark Drive, Suite 510, McLean, VA 22102 | 703-245-9300 |
| illiams,Walter L | [McLean | 8444 Westpark Drive, Suite 510, McLean, VA 22102 | 305-374-4400 |
| aumgarten,Maurice J | Miaml | 100 Southeast Second Street, Suite 3800, Miami, FL 33131 | |
| ard Benjamin J | Miami | 100 Southeast Second Street, Suite 3800, Miami, FL 33131 | 305-374-4400 |
| rown,Christopher D | Miami | 100 Southeast Second Street, Suite 3800, Miami, FL 33131 | 305-374-4400 |
| ata Ricardo J. | Miami | 100 Southeast Second Street, Suite 3800, Miami, FL 33131 | 305-374-4400 |
| olombo,Sherril M | Miami | 100 Southeast Second Street, Suite 3800, Miami, FL 33131 | 305-374-4400 |
| oxhead,Stephen F | Miami | 100 Southeast Second Street, Suite 3800, Mlami, FL 33131 | 305-374-4400 |
| iedel,Alan | Miami | 1100 Southeast Second Street, Suite 3800, Miami, FL 33131 | 305-374-4400 |
| | Miami | 100 Southeast Second Street, Suite 3800, Miami, FL 33131 | 305-374-4400 |
| noblock,Henry M | Miami | 1100 Southeast Second Street, Suite 3800, Miami, FE 33131 | 305-374-4400 |
| atimer,Walter G | Miami | 100 Southeast Second Street, Suite 3800, Miami, FL 33131 | 305-374-4400 |
| trasius,Anthony P | | 100 Southeast Second Street, Suite 3800, Miami, FL 33131 | 305-374-4400 |
| orricella,Roberto A | Miami | 100 Southeast Second Street, Suite 3800, Miami, FL 33131 | 305-374-4400 |
| ogel,Harold S | Miami | 150 East 42nd Street, New York, NY 10017 | 212-490-3000 |
| batemarco,Tracy J | New York | 150 East 42nd Street, New York, NY 10017 | 212-490-3000 |
| raten, Jeffrey | New York | 150 East 42nd Street, New York, NY 10017 | 212-490-3000 |
| aldwin,Sheliy L | New York | 150 East 42nd Street, New Tolk, William 10017 | 212-490-3000 |
| lialek,Adam R | New York | 150 East 42nd Street, New York, NY 10017 | 212-490-3000 |
| Bing, Jonathan L | New York | 150 East 42nd Street, New York, NY 10017 | 212-490-3000 |
| Bottari,Paul J | New York | 150 East 42nd Street, New York, NY 10017 | |
| Boule,Eugene T | New York | 150 East 42nd Street, New York, NY 10017. | 212-490-3000 |
| Brennan,Lawrence B | New York | 150 East 42nd Street, New York; NY 10017 | 212-490-3000 |
| Brown, James S | New York | 150 East 42nd Street, New York, NY 10017 | 212-490-3000 |
| Calazzo, Nicholas R | New York | 150 East 42nd Street, New York, NY 10017 | 212-490-3000 |
| Charles,Rose M | New York | 150 East 42nd Street: New York: NY 10017 | 212-490-3000 |
| Deaver, James T.h. | New York | 150 East 42nd Street, New York, NY 10017 | 212-490-3000 |
| | New York | 150 East 42nd Street, New York, NY 10017 | 212-490-3000 |
| Dell,Gregory J | New York | 150 East 42nd Street, New York, NY 10017 | 212-490-3000 |
| Denenberg Deborah J | New York | | 212-490-3000 |
| Dimarco,Erik C | New York | | 212-490-3000 |
| Endick,Marshal | New York | 5 4 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 | 212-490-3000 |
| Evans, Julie Robin | | Laso Face 4024 Steedt Now York NV 10017 | 212-490-3000 |
| Francoeur, Joseph L | | | 212-490-3000 |
| Fuerth, Glenn J | New York | Ligard 1 10 21 Charat Many York NV 10017 | 212-490-3000 |
| Gardner, Gary A | | | 212-490-3000 |
| Graffeo,Allison R | New York | 150 East 42nd Street, New York, NY 10017 | 212-490-3000 |
| Gregory,Robin N | New York | 150 East 42nd Street, New York, NY 10017 | 212-490-3000 |
| Halmowitz, Aaron R | New York | 150 East 42nd Street, New York, NY 10017 | 1212-490-3000 |
| Harris, Theresa M | New York | 150 East 42nd Street, New York, NY: 10017 | 1540 400 0000 |
| Hirsch,irving B | New York | . 1 130 Last 4210 Oucod now long it is to | 212-490-3000 |
| Hofsdal, Marie A | New York | 150 East 42nd Street, New York, NY 10017 | 212-490-3000 |
| Hyland, Thomas | New York, | 150 East 42nd Street, New York, NY 10017 | |
| Karp Paul J | New York | 150 East 42nd Street, New York, NY 10017 | 212-490-3000 |
| Kauffman, Nicholas J | New York | 150 East 42nd Street, New York, NY 10017 | 212-490-3000 |
| Keenan, Wendy J | New York | 150 East 42nd Street, New York, NY 10017 | 212-490-3000 |
| Kent Steven S | New York | 150 East 42nd Street, New York, NY 10017 | 212-490-3000 |
| | New York | 150 East 42nd Street, New York, NY 10017 | 212-490-3000 |
| Klein,Richard S | New York | 150 East 42nd Street, New York, NY 10017 | 212-490-3000 |
| Laird, Joseph | New York | 150 East 42nd Street, New York, NY 10017 | 212-490-3000 |
| Lawless,Patrick J | New York | 150 East 42nd Street, New York, NY 10017 | 212-490-3000 |
| Leghorn,Thomas | | 150 East 42rd Street, New York, NY 10017 | 212-490-3000 |
| Lum,Larry | New York | 150 East 42nd Street, New York, NY 10017 | 212-490-3000 |
| Malfa,Frances | New York | 100 Edst 42 Ito Oldett, New York, NY 10017 | 212-490-3000 |
| Marasciullo, Janene M | New York | 150 East 42nd Street, New York, NY 10017 | 212-490-3000 |
| Mayo,Celena R | New York | 150 East 42nd Street, New York, NY 10017 | 212-490-300 |
| Mazzola, Jean-Claude | New York | 150 East 42nd Street, New York, NY 10017 | 212-490-3000 |
| Morales, Vanessa M | New York | 150 East 42nd Street, New York, NY 10017 | |
| Murphy,Margaret M | New York | 150 East 42nd Street, New York, NY 10017 | .212-490-300 |

| Partner Name | Office | Office Address | Phone Number |
|-----------------------|---------------|--|--------------------------------|
| Reiter,Richard | :White Plains | 3 Gannett Drive, White Plains, NY 10604 | :914-323-7000 |
| Ritter, Jodi B | White Plains | 3 Gannett Drive, White Plains, NY 10604 | 914-323-7000 |
| Roarke,Robert F | :White Plains | 3 Gannett Drive, White Plains, NY 10604 | 1914-323-7000 |
| Rosen Semlies,Lori | White Plains | i3 Gannett Drive, White Plains, NY 10604 | 914-323-7000 |
| Ross,Mathew P | White Plains | ;3 Gannett Drive, White Plains, NY 10604 | 914-323-7000 |
| Sauter,Eric J. | White Plains | 3 Gannett Drive, White Plains, 'NY 10604 | 914-323-7000 |
| Sheehan,Timothy J | White Plains | 3 Gannett Drive, White Plains, NY 10604 | 914-323-7000 |
| Spolzino,Robert A | White Plains | 3 Gannett Drive, White Plains, NY 10604 | 914-323-7000 |
| Tillem,David L | White Plains | 13 Gannett Drive, White Plains, NY 10604 | 914-323-7000 |
| Tobin,Thomas W | White Plains | 3 Gannett Drive, White Plains, NY 10604 | |
| Topping,Joanna M | White Plains | 3 Gannett Drive, White Plains, NY 10604 | 1914-323-7000 |
| Tumbarello,Phillip | White Plains | 13 Gannett Drive, White Plains, NY 10604 | 914-323-7000 |
| Vignali,Rosario M | White Plains | 3 Gannett Drive, White Plains, NY 10604 | |
| Weber,Robert | White Plains | 3 Gannett Drive, White Plains, NY 10604 | !914-323-7000
!814-323-7000 |
| Wingertzahn;William M | White Plains | 3 Gannett Drive, White Plains, NY 10604 | 914-323-7000 |
| Young,Steven L | White Plains | 3 Gannett Drive, White Plains, NY 10604 | 914-323-7000 |
| | | 11 | 1914-323-7000 |

AMENDMENT NO. 3

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP, having an office located at 666 Old Country Road, Suite 510, Garden City, New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT10000033 between the County and Counsel, executed on behalf of the County on December 14, 2010, as amended by amendment one (1), County contract amendment CLAT10000020 executed on behalf of the County on August 10, 2011, and as amended by amendment two (2), County contract amendment CLAT11000008 executed on behalf of the County on July 25, 2011 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigation known as the HAVA cases and with EPA matters, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2010 until completion of the EPA matter (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Two Hundred Seventy-five Thousand Dollars (\$275,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Term, increase the Maximum Amount, amend rates, and amend the Services.

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

- 1. <u>Term Extension</u>. The Original Term shall be extended until such time as to complete each of the respective matters, so that the termination date of the Original Agreement, as amended by this Amendment (the "<u>Amended Agreement</u>"), shall be upon completion of each of the matters stated in the Amended Agreement.
- 2. <u>Services</u>. In addition to the Services set forth in the Original Agreement, Counsel shall also represent the County in connection with litigation related to asbestos claims from working in the Nassau County Coliseum (collectively the "<u>Amended Services</u>") (services added by this Amendment only, the "<u>Amendment Services</u>"). The Amendment Services shall include but not be limited to appearances in court, out of court at depositions, conferences with departments, and any facet of litigation that may arise from such claims.

3. <u>Payment</u>. The Maximum Amount in the Original Agreement shall be increased by Two Hundred Fifty Thousand Dollars (\$250,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Amended Services provided under the Amended Agreement shall be Five Hundred Twenty-five Thousand Dollars (\$525,000.00) (the "<u>Amended Maximum Amount</u>"). The per hour rates for the Amendment Services only (services related to asbestos claims from working in the Nassau County Coliseum) shall be as follows:

(i) Partner and Of Counsel: \$250.00
(ii) Senior Associate: \$225.00
(iii) Junior Associate: \$200.00
(iv) Paralegal: \$110.00

Per hour rates for Services (services provided under the Original Agreement) shall remain the same, as provided for under the Original Agreement.

4. <u>Full Force and Effect</u>. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

By: O ASPOLZINO

Name: Rosert A SPOLZINO

Title: PARTNER:

Date: DECEMBER 10, 2012

NASSAU COVNTY

By: John Ciampoli

Title: County Attorney

The second second pate of the second second

NASSAU COUNTY

By: Name:

THE REPORT OF THE PROPERTY OF THE PARTY OF

tle: County Executive

Deputy County Executive

Date: 2/1/13

PLEASE EXECUTE IN BLUE INK

| STATE OF NEW YORK) | |
|---|--|
|)ss.:
COUNTY OF NASSAU)
Vest c hester | |
| and say that he or she resides in the | in the year 2012 before me personally came personally known, who, being by me duly sworn, did depose County of westchester; that he or she is the bescribed instrument; and that he or she signed his or her name directors of said corporation. |
| NOTARY PUBLIC | NANCY NAUMAN Notary Public, State of New York No. 4930202 |
| | Qualified in Westchester County
Commission Expires May 9, 20/1 |
|)ss.:
COUNTY OF NASSAU) | Mancy Wenn |
| he resides in the County of Nassau;
municipal corporation described here | in the year 20/3 before me personally came wn, who, being by me duly sworn, did depose and say that that he is County Attorney of the County of Nassau, the ein and which executed the above instrument; and that he Section 1101 of the County Government Law of Nassau DIANA CATAPANO NOTARY PUBLIC, STATE OF NEWYORK OUALIFIED IN NASSAU COUNTY COMMISSION EXPIRES MAR. 31, 2015 |
| STATE OF NEW YORK) | |
|)ss.:
COUNTY OF NASSAU) | |
| County Executive of the County of Name which executed the above instrument pursuant to Section 205 of the Count | in the year 20 before me personally came personally known, who, being by me duly sworn, did depose County of county of that he or she is a Deputy assau, the municipal corporation described herein and it; and that he or she signed his or her name thereto by Government Law of Nassau County. |
| NOTARY PUBLIC | Scotto a tetrucai |

CONCETTA A PETRUCCI
Notary Public, State of New York
No. Q1PE6259026
Qualified in Nassau County
Commission Expires April 02, 20



Department: County Attorney

E-209-14
SERVICES: Special Counse

160 10 (2/14)

Contract Details

NIFS ID #: <u>CLAT14000020</u> NIFS Entry Date: <u>07/09/2014</u> Term: <u>August 1, 2010 - Completion</u>

| New Renewal | 1) Mandated Program: | | Yes No X |
|--|---|-------------------------|--|
| Amendment # 4 X | 2) Comptroller Approval Form Attached: | | Yes X No 🗌 |
| Time Extension | 3) CSEA Agmt. § 32 Co. | mpliance Attached: | Yes No X |
| Addl. Funds X | 4) Vendor Ownership & | Mgmt. Disclosure Attach | ed: Yes X No |
| Blanket Resolution RES# | 5) Insurance Required | | Yes X No 🗆 |
| Agency Informa | ation | | |
| The control of the second seco | /endor | Coi | inty Department |
| Name
Wilson Elser Moskowitz
Edelman & Dicker LLP | Vendor 1D# 132679447 | Department | |
| Address 666 Old Country Road Suite 510 Garden City, New York 1 | Robert A. Spolzino, Phone (914) 872-7497 | Mineola
Phone | est Street
a, New York 11501
71-1675 |
| Routing Slip | | | |
| DATE Rec'd. DEPARTMENT | Internal Verification | DATE Appy'd& SIGNAT | Leg. Approval Required |
| Department | NIFS Entry (Dept) USFS Appvl (Dept. Head) | | 2 (24 (24)) |
| ОМВ | NIFS Approval | Wenter Couplin | Yes No Not required if blanket resolution |
| 7/29/DCounty Attorney | CA RE&I Verification | 739/14 a. am | 4 |
| County Attorney | CA Approval as to form | 7/29/4 2/- | Yes No 🗆 |
| Legislative Affairs | Fw'd Original K to CA | Spilis Arecon (1. | Mar |

Rules [] / Leg. [

NIFS Approval

NIFS Approval
Notarization

Filed with Clerk of the Leg.

County Attorney

County Comptroller

County Executive



Contract Summary

| <u>;</u> | # 4 to outside counsel contract | |
|---|--|---|
| | n existing outside counsel contract to represent the County in litigation related liseum, in the HAVA cases, and with EPA matters. This amendment increas | |
| Method of Procurement; Cot | ntract amendment. See below for procurement history. | |
| | | |
| solicitation. They were V
selected. For services re
services in the area of En
Michael Naughton was d
HAVA cases: Jaspan Sch
based upon their experier | ervices related to asbestos claims from working in the Nassau County Coliseu Wilson Elser, Rigano, LLC, Monfort Hearly McGuire & Salley, and Patton Borelated to the EPA matters: A review was conducted of the firms qualified on the related to the EPA matters: A review was conducted of the firms qualified on the related to the EPA matters: A review was conducted of the firms qualified on the vironmental Law. Berkman Henoch, Farrell Fritz and Wilson Elser were conducted the most qualified and experienced in the area of underground storage in the singer LLP, Leventhal & Sliney LLP and Wilson Elser LLP were interviewed and outstanding qualifications in the area of Elections Law and the Voting | oggs, CLLP. Wilson Elser was the Office's panel to provide usidered. Wilson Elser partner tanks. For services related to the wed. Wilson Elser was selected |
| Description of General Provis | | |
| Impact on Funding / Price An | nalysis: \$225,000.00 | _ |
| Change in Contract from Pri | | |
| Recommendation: approve as | s submitted | |
| Advisement Inf | formation | |
| BUDGET CODES | FUNDING SOURCE AMOUNT LINE INDEX/OF | BJECT CODE AMOUNT |
| | , <u> </u> | |

| BUDGET CODES | | |
|--------------|-------|--|
| Fund: | GEN | |
| Control: | AT | |
| Resp: | 1100 | |
| Object: | DE502 | |
| Transaction: | | |

| RENEV | VAL |
|------------|-----|
| % Increase | • |
| % Decrease | |

| FUNDING SOURCE | AMOUNT |
|------------------|--------------|
| Revenue Contract | XXXXXXX |
| County | \$225,000.00 |
| Federal | \$ |
| State | \$ |
| Capital | \$ |
| Other | \$ |
| TOTAL | \$225,000.00 |

| INDEX/OBJECT CODE | AMOUNT |
|--|-------------------|
| AT GEN 1100/DE502 | \$225,000.00 |
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| 0.0 , | \$ |
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| | \$ |
| The second secon | \$. |
| TOTAL | \$225,000.00 |
| | AT GEN 1100/DE502 |

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| % Decrease | Document Prepared By: |
 | Date: ··· | *. |
| | | man allowing the second of the | | |

| | NIFS Certification | Comptroller Certification | County Executive Approval |
|------|--|---|---------------------------|
| | I certify that this document was accepted into NIFS. | present in the appropriation to be charged. | Nama |
| Name | | Name Start Start | 8/26/14 |
| Date | 10614 | Date 10/6/14 | F #: |

RULES RESOLUTION NO. 212 2014

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 9-8-19
VOTING:
ayes 7 22925 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

ĺ

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP.

RULES RESOLUTION NO. -2014

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP.



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 (CLAT14000020) | NAME: Wi | lson Elser | Moskowitz | Edelman & | Dicker LLP |
|---|---|----------------------------------|--|-------------------------------|-------------------------------|
| CONTRACTOR
York 11530 | ADDRESS: 6 | 66 Old Cou | ıntry Road, S | uite 510, Gar | den City, New |
| FEDERAL TAX | ID #: 13267944 | 47 | | | |
| Instructions: Plearoman numerals, | ise check the and provide a | appropriat
Il the reques | e box ("⊠")
sted informat | after one of | the following |
| I. □ The contract for sealed bids. | The contract w | as awarded (| after a request | for sealed bid | s was published |
| [date]. The sealed be sealed bids were received | nds were publicly
ved and opened. | y opened on ₋ | | [date]. | [#] of |
| II. The contract The Contract was entered [date]. Potential properties. | tered into after a
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| ranked. As a result of | the scoring and ra | anking (attache | [list members]. ed), the highest-r | The proposals anking proposer | were scored and was selected. |

| III. X This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on December 14, 2010, and amended thereafter on August 10, 2011, July 25, 2011 and March 1, 2013. 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 as follows: For services related to asbestos claims from working in the Nassau County Coliseum: Four firms responded to a solicitation. They were Wilson Elser, Rigano, LLC, Monfort Hearly McGuire & Salley, and Patton Boggs, CLLP. Wilson Elser was selected. For services related to the EPA matters: A review was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks. For services related to the HAVA cases: Jaspan Schlesinger LLP, Leventhal & Sliney LLP and Wilson Elser LLP were interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act. |
|--|
| 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). |
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required through

within the scope of the terms of that contract.

C. Pursuant to General Municipal Law Section 104, the department is purchasing the services

a New York State Office of General Services contract

_, and the attached memorandum explains how the purchase is

| Ш | D. Pursuan | t to | General | Municipal | Law | Section | 119-o, | the | department | is | purchasing | the | services |
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VI.

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

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

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

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

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| A Equity Partner White Plains 914-323-7000 1133 Weston | polzino Robert A | Σ | Equity Partner | White Plains | 914-323-7000 | 1733 Vyestonester Avenue, vyinte plaine NY 10604 |
| A Equity Partner - Exec Comm White Plains 914-323-7000 1133 Westch A Equity Partner White Plains 914-323-7000 1133 Westch A Equity Partner White Plains 914-323-7000 1133 Westch | lem David L | ⋗ | Equity Partner | White Plains | 914-323-7000 | 1133 WestCliester Override, write plains NV 10604 |
| A Equity Partner White Plains 914-323-7000 1333 Westch A Equity Partner White Plains 914-323-7000 1133 Westch | obin Thomas W | Þ | 7 | White Plains | (914-323-7000 | 1133 WestCliester Avellue, white Plains NY 10604 |
| A Equity Partner White Plains 914-323-7000 (133 wester | umbarello,Phillip | Α | Equity Partner | White Plains | 914-323-7000 | 1133 West lesses Avenue, White Plains NY 10604 |
| | Vionali Rosario M | ≻ | Equity Partner | White Plains | 914-323-7000 | 1133 Weskileslei Aveille, white Halles, white second |

AMENDMENT NO. 4

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP, having an office located at 666 Old Country Road, Suite 510, Garden City, New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT10000033 between the County and Counsel, executed on behalf of the County on December 14, 2010, as amended by amendment one (1), County contract amendment CLAT10000020 executed on behalf of the County on August 10, 2011, as amended by amendment two (2), County contract amendment CLAT11000008 executed on behalf of the County on July 25, 2011, and as amended by amendment three (3), County contract amendment CLAT13000004 executed on behalf of the County on March 1, 2013 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigations known as the HAVA cases, EPA matters, and asbestos claims from working in the Nassau County Coliseum, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2010 until completion (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Five Hundred Twenty-five Thousand Dollars (\$525,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount.

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

- 1. <u>Maximum Amount</u>. The Maximum Amount in the Original Agreement shall be increased by Two Hundred Twenty-five Thousand Dollars (\$225,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "<u>Amended Agreement</u>"), shall be Seven Hundred Fifty Thousand Dollars (\$750,000.00) (the "<u>Amended Maximum Amount</u>").
- 2. <u>Full Force and Effect</u>. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

| By: Ros Pass | | |
|------------------|----------|--|
| Name: Robert (A) | SPOLZINS | |
| Title: PARTHEN | | |
| Date: 6/30/17 | | |
| | | |
| NASSAU COUNTY | M) | |

Name: Carnell Foskey
Title: County Attorney

NASSAU COUNTY

By:

Name: Full Man D. R. Wellow

Title: Pounty Executive

Deputy County Executive

Date: 121114

PLEASE EXECUTE IN BLUE INK

| | STATE OF NEW YORK) |
|---|--|
| |)ss.:
COUNTY OF NASSAU) |
| | On the 3 day of JULY in the year 2014 before me personally came ROBERTA. SPOLZINO to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of WESTCHESTER; that he or she is the PARTNER of WILDER ACKNUTZEDELMANTHE CORPORATION DESCRIBED THE NAME OF SHE SIGNED HIS OF her name thereto by authority of the board of directors of said corporation ARTNER SHIP |
| | July 3, 2014 JACQUELINE TAVAREZ NOTARY PUBLIC NOTARY PUBLIC, State of New York |
| | No. 01TA6210529 Qualified in Putnam County Commission Expires August 24, 2017 STATE OF NEW YORK))ss.: COUNTY OF NASSAU) |
| | On the 6 day of in the year 20/4 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County. |
| | NOTARY PUBLIC, STATE OF NEW YORK NO. 01 CA6089854 NOTARY PUBLIC QUALIFIED IN NASSAU COUNTY COMMISSION EXPIRES MAR. 31, 75 |
| | STATE OF NEW YORK))ss.: COUNTY OF NASSAU) |
| (| On the day of MOMOW in the year 20 before me personally came and say that he or she resides in the County of MCS WW; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County. |
| | NOTARY PUBLIC CALCETTE a. Detrucci |

OONGETTA A PET HUCCI HOLARY Public, State of New York No. 01PE5259026 Qualified in Nassau County Ommission Expires April 02, 20

COUNTY OF NASSAU

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

| 1. | Name of the Entity: WILSON ELSER MOSICOLITZ EDELMO & DICKER LLP |
|--------|---|
| | Address: 666 OLD QUERM RIAD, SVICE STO |
| | City, State and Zip Code: GARDEN CIM NY 11530 |
| 2. | Entity's Vendor Identification Number: 132679447 |
| 3. | Type of Business: Public Corp Partnership Joint Venture |
| | Ltd. Liability CoClosely Held CorpOther (specify) |
| of Joi | List names and addresses of all principals; that is, all individuals serving on the Board of tors or comparable body, all partners and limited partners, all corporate officers, all parties int Ventures, and all members and officers of limited liability companies (attach additional sif necessary): |
| | SEE ATTACHED |
| | |
| | |
| | |
| | |
| | |
| | List names and addresses of all shareholders, members, or partners of the firm. If the holder is not an individual, list the individual shareholders/partners/members. If a Publicly Corporation, include a copy of the 10K in lieu of completing this section. |
| | - Clicke-Com |
| | |
| | |

| Page 2 of 4 |
|---|
| |
| |
| 6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract. |
| None |
| |
| |
| |
| 7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties. |
| (a) Name, title, business address and telephone number of lobbyist(s): |
| None |
| |
| |
| |
| |
| |

| Page 3 of 4 | |
|-----------------------|---|
| (b)
description of | Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete lobbying activities. |
| | N/A |
| | |
| | |
| | |
| | |
| | |
| | List whether and where the person/organization is registered as a lobbyist (e.g., y, New York State): |
| | |
| | |
| | |
| | |
| | FICATION: This section must be signed by a principal of the consultant,
Vendor authorized as a signatory of the firm for the purpose of executing Contracts. |
| | ned affirms and so swears that he/she has read and understood the foregoing d they are, to his/her knowledge, true and accurate. |
| Dated: | CEMBER 10 ZIX Signed: Copps |
| | Print Name: ROBERS A. SPOLZIUS Title: PARTHER |
| | Title: PARTHER |

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

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| Kavanagh, Kevin I | La yea, Jonatian | Clemente, Salvatore A | • | Bogutz, Marc L | Bachrach, Joshua | McDonough,Sean M | Freeman, Nicholas D | Zibas,Jura C | Wilson Jr, Thomas W | Weber, Robert M | Turner,Ryan M | Tonorezos, Anastasios P | Tompkins III, George N | Stopnik Scott H | Stevens Michael N | Schaffer,Scott R | Rubenstein, Richard H | Rosen,Adam B | Roer,Ricki Ellen | Pariser,Robert J | Ottombrino, Lois K | Malfa, Frances | I um Larry H | Tent, Steven o | Hyland, Thomas | Hirsch, Irving B | Gregory,Robin N | Fuerth, Clenn J | Endick, Marshal | Dimarco Erik C | Caiazzo, Nicholas R | | Bottari,Paul J | Bialek,Adam R | Turner Michael P | Rina William | Ouinn Thomas E | | Krauss,Kurt W | ,Barbara | Gottilla,Roger R | Flores, Daniel F | Brown, Kenneth M |
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| Equity Partner | | | | | | Equity Partner Orlando | Equity Partner | Equity Partner | | | | | | | Equity Partner | | | | _ | | | | Equity Partner | Equity Partner | | Equity Partner | Equity Partner | Equity Partner | Equity Partner | Equity Partner | Equity Partner | Equity Partner | Equity Partner | Equity Partner | Equity Partner | Equity Partner | Equity Partner | | | Equity Partner | Equity Partner | Equity Partner | Equity Partner |
| Philadelphia | Dribadolphia | Philadelphia | Philadelphia | Philadelphia | Philadelphia | Orlando | Orlando | New York | New York | New York | New York | New York | New York | New York | New York | New York | New York | New York | New York | New York | New York | New York | New York | New York | New York | New York | New York | New York | New York | New York | New York | New York | New York | New York | New Jersey | New Jersey | New Jersey | New Jersey | New Jersey | New Jersey | New Jersey | New Jersey | New Jersey |
| 215-627-6900 | 215 627 6000 | 215-627-6900 | 275-627-600 | 215-627-6900 | 215-627-6900 | 407-203-7599 | 407-203-7599 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 212-490-3000 | 973-624-0800 | 973-624-0800 | 973-624-0800 | 973-624-0800 | 973-624-0800 | 973-624-0800 | 973-624-0800 | 973-624-0800 | 973-624-0800 |
| Two Commerce Square, 2001 Warket Street, Suite 3100, Filliadelphia, FA 19103 | Two Commerce Square, 2001 Market Street Suite 3100 Philadelphia PA 19103 | Two Commerce Square, 2001 Market Street, Suite 3100: Philadelphia, PA 19103 | Two Commerce Square, 2001 Market Street, Jone 3100, Filiadelphia, FA 19103 | Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103 | Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103 | 111 North Orange Avenue; Orlando, FL 32801 | 111 North Orange Avenue; Orlando, FL 32801 | 150 East 42nd Street; New York, NY 10017 | 150 East 42nd Street; New York, NY 10017 | 150 East 42nd Street; New York, NY 10017 | 150 East 42nd Street; New York, NY 10017 | | | - 1 | 150 East 42nd Street: New York, NY 10017 | | | | | | 150 East 42nd Street; New York, NY 10017 | | | 150 East 42nd Street New York, NY 10017 | | | 150 East 42nd Street; New York, NY 10017 | 150 East 42nd Street; New York, NY 10017 | | | 150 East 42nd Street: New York, NY 10017 | | 150 East 42nd Street; New York, NY 10017 | 150 East 42nd Street; New York, NY 10017 | | | 200 Campus Drive: Florham Park, NJ 07932 | 2 0 | Drive; Florham Park, | | 200 Campus Drive; Florham Park, NJ 07932 | 200 Campus Drive; Florham Park, NJ 07932 | 200 Campus Drive; Florham Park, NJ 07932 |



Nassau County Interim Finance Authority

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

| 1. Vendor: | Wilson Elser Moskowitz Edelm | an & Dicker LLP (CLA | (T15000034) | |
|--|---|--|------------------|-----------------|
| 2. Dollar amount re | quiring NIFA approval: \$ 0.01 | | | |
| Amount to be end | cumbered: \$ 0.01 | | | |
| This is a | New Contract Advisement | ✓ Amendment | | |
| If advisement - NIFA | ount should be full amount of contract only needs to review if it is increasing fur unt should be full amount of amendment | nds above the amount pr
t only | reviously approv | ed by NIFA |
| 3. Contract Term: | 08/01/2010 - completion | | | |
| Has work or service | es on this contract commenced? | Yes | No | |
| If yes, please explai | n: Counsel continuing services a | as amendment is sent | through appro | vals |
| 4. Funding Source: | | | | |
| ✓ General Fund Capital Impro Other | (GEN) Grant
vement Fund (CAP) | t Fund (GRT)
Federal %
State %
County % | | |
| Is the cash available fo | r the full amount of the contract? | Yes | No | |
| If not, will it requi | re a future borrowing? | Yes Yes | No | |
| Has the County Legisla | ature approved the borrowing? | Yes | No | N/A |
| Has NIFA approved th | e borrowing for this contract? | Yes | No | N/A |
| 5. Provide a brief de | escription (4 to 5 sentences) of the | item for which this a | pproval is req | uested: |
| from working in the | existing outside counsel contract to repre
e Nassau County Coliseum, in the HAVA
litigation related to the County Guaranty | cases, and with EPA ma | | |
| 6. Has the item req | uested herein followed all proper p | procedures and ther | eby approved | by the: |
| Nassau County Att
Nassau County Co | orney as to form Yes | No No | N/A
N/A | |
| | l(s) and citation to the resolution w | | | ovided: |
| | | | | |
| | | | | |
| - Idanki - N | anta (with dollar or over to) with the | is an an affiliate d | | |
| -CQAT14000023, \$
-CQAT14000024, \$ | acts (with dollar amounts) with the 50,000.00 encumbered on 12/03/2014 50,000.00 encumbered on 12/03/2014 100,000.00 encumbered on 04/30/2015 | is or an aifthated pai | rry within the | prior 12 months |

AUTHORIZATION

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

| Koseann | 1) Cle | 1/27/16 |
|-------------------------|---------------------------------------|---|
| Signature | Title | Date / / Z |
| Print Name | | |
| | COMPTROLLER'S | SOFFICE |
| | assau County Approved Budget a | ormation listed is true and accurate and is in and not in conflict with the Nassau County |
| Regarding funding, plea | se check the correct response: | |
| I certify that the f | funds are available to be encumbe | ered pending NIFA approval of this contract. |
| | onding for this contract has been app | roved by NIFA.
ut the project requires NIFA bonding authorization |
| Signature | Title | Date |
| Print Name | | |
| | NIFA | |
| Amount being approved | l by NIFA: | |
| Signature | Title | Date |
| Print Nama | | |

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.



Department: County Attorney

Contract Details

SERVICES:

| NIF | S ID #: <u>CLAT1600001</u> 2 | <u>2</u> N | IIFS Entry Date | : 03/ | 14/2015 | Term | n: <u>July 1, 2</u> 0 | 012-Cor | npletion | |
|----------------|------------------------------|------------------------|--|-------|-------------------------------|---------|------------------------------------|---------------------------------|----------------|---|
| New | Renewal [| Mandated Program: | | | | | | Yes 🗌 | No 🗵 | |
| Amend | lment #1 | 2) (| 2) Comptroller Approval Form Attached: | | | | | | Yes 🖂 | No 🗌 |
| Time E | Extension | 3) (| CSEA Agmt, § 3 | 2 Co | mpliance | Attach | ed: | | Yes 🗌 | No 🛛 |
| Addl. F | unds | 4) \ | endor Ownersh | ip & | Mgmt. D | isclosu | re Attached | i: | Yes 🛛 | No 🔲 |
| Blanke
RES# | t Resolution | 5) I | nsurance Requir | ed | | | | | Yes 🔀 | № 🗌 |
| Aş | gency Informa | tion | | | | | | | | |
| Name | | Vendo | Vendor ID#
113547627 | | | | COU
Department C
Jaclyn De | ontact | lejoaini | in@alt = |
| Leve
LLP | enthal, Mullaney & Blin | koff, | | | | ļ | | | | |
| Address | | | Contact Person | | | | Address | · | • | |
| | Remsen Avenue | | Steven Leventhal | | | ļ | 1 West St. Mineola, New York 11501 | | | |
| Kosi | lyn, New York 11576 | | Phone | | | | Phone | NCW IV | JIK 1130 | |
| | | | (516) 484-54 | 40 | | | (516) 51 | 71-3034 | | |
| | | | _ _ | | . | | L | | | |
| Re | outing Slip | | | | | | | | | *************************************** |
| DATE
Rec'd | DEPARTMENT | | mal Verification | | DATEA
Appy d& S
Pw'd ** | | SIGNATI | IRE: | les
I | Approval
Required |
| | Department | NIFS Ent
NIFS App | ry (Dept)
vl (Dept. Head) | | | 11 | <u>W</u> | Lus | | |
| | ОМВ | NIFS App | roval | | 8/15/16 | Dan | ghy & | lilio | Not | No Drequired if ket resolution |
| 3/14/16 | County Attorney | CA RE&I | Verification | V | 3/16/16 | Yac | lyse. | B | | |
| 3/14/16 | County Attorney | CA Appro | oval as to form | r | 3/16/16 | Hac | rlysli | | Yes | ☑ No □ |
| 3/11/10 | Legislative Affairs | Fw'd Ori | ginal K to CA | | 3/11/6 | X | | | | |
| | Rules Leg. | | | | | | | | | |
| | County Attorney | NIFS App | proval | | | | | | | |
| | County Comptroller | NIFS App | proval | | | | 11/10/ | 'd L | | |
| 3/1/16 | County Executive | Notarizat
Filed wit | ion
h Clerk of the Leg. | | 3/17/16 | (| | <u> </u> | | |
| | | | | | | | λ. | i Cuimi
Ela <mark>e</mark> o | IVESVN
IOSU | • |

Description: Amendment #1 to amend the payment terms of the original contract.





Contract Summary

| Purpose: This is an amendment to an outside counsel contract where Counsel shall represent Nassau County in connection with litigation related to the London Interbank Offered Rate (LIBOR). This amendment amends the payment terms so that upon exhaustion of the maximum amount provided in the original contract, Counsel shall be paid on a contingency fee basis as further described in the attached amendment. | | | | | | | | | |
|--|--|--|---|---|---|---|---|---|---|
| terms, the conversion of ame
contingency a
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endment #1 tha
greement. The
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nsel Co
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ract. | es at an hourly rate. NIFA suggested the punty and non-Coulcounsel has been re- | NIFA rejected
that the County
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negotiate a
y agreements
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| Procurement Hi
was selected f
previously con | story: The origing the story: The panel of the panel of the story of t | inal contract was pr
based on the firm's
he County (through
s: As described above. | ocured | l when a Request
ience, expertise i | for Qualifi
n the subjec | cations
t matte | r and availability. | Also, Counsel | has |
| Impact on Fund | ing / Price Analy | | | | | | | | |
| 6 | n: Approve as sub | | | | | | | | |
| Advisen | | ormation | | | | - Marie | | | |
| BUDGETO | ODES | FUNDING SOUL | (CE. | 34.4 | LIN | | INDEX/OBJEC | I CODE | AMOUNT |
| Fund: | GEN | Revenue Contract | | XXXXXXX | 1 | A'. | rgen1100/DE502 | | \$0.01 |
| Control: | AT | County | | \$0.01 | 2 | | | | \$ |
| Resp: | 1100 | Federal | | \$ | 3 | | | | \$ |
| Object: | DE502 | State | | \$ | 4 | | | | \$ |
| Transaction: | | Capital | | \$ | 5 | | | | \$ |
| | | Other | | \$ | 6 | | | | \$ |
| # RENEV | YAI. | TO | DTAL | \$0.01 | | | | TOTAL | \$0.01 |
| % Increase | | | | | | | | | |
| % Decrease | | Document Prepared By | /: | | | | - | Date: — | |
| a market a PPA | · NIES Certifica | tion at a second | | Comptroller | Certification = | | — Деле — Соц | ty Executive Abyr | ival e 🕮 😜 : 😅 - |
| l certify | y that this document was a | İ | I certify | y that an unencumbered baland
present in the appropr | ce sufficient to cover | | l Name / | M | |
| Name | | | Name | | | | 3/17 | 16 | |
| Date | | | Date | | | | E #: | (For Office Use Only) | |
| | | | | | | | | | |

A RESOLUTION AFFIRMING TO AN AMENDMENT TO A
SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU
COUNTY ATTORNEY AND LEVENTHAL, MULLANEY & BLINKOFF
LLP

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Leventhal, Mullaney & Blinkoff LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Leventhal, Mullaney & Blinkoff LLP

FAML6455 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM CURRENT YR BUDGET & OBLIGATION SUMMARY 03/15/2016 12:37 PM

BALANCE (Y,M,Q,A): Y

FISCAL MO/YEÁR

: 03 2016 MAR 2016

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ORGANIZATION

ΑТ

COUNTY ATTORNEY

CHARAC / OBJECT FDTP FUND SFND

PROJECT PROJ DTL

GRANT GRANT DTL UCODE/ORD#/DRC

X

| S | OBJECT
BB
DD
DE | DESCRIPTION EQUIPMENT GENERAL EX CONTRACTUA EXP TOTAL | ORIG BUDGT
15,000
627,000
5,350,000
13,903,211 | CUR BUDGET
15,000
627,000
5,350,000
13,903,211 | 128,759
-1,540,956
252,410 | CUR BALANCE
15,000
498,241
6,890,956
13,650,801 |
|---|--------------------------|---|--|--|----------------------------------|---|
| | | REV - EXP | 4,467,447 | 4,467,447 | 66,569 | -4,400,878 |

F1-HELP F2-SELECT F7-PRIOR PG F8-NEXT PG F9-LINK

GO12 - NEXT PAGE DISPLAYED

F4-PRIOR

F5-NEXT

FAML6160 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM VENDOR SUMMARY

03/15/2016 12:38 PM

ACTIVE

FISCAL MO/YEAR: 03 2016
VENDOR NUMBER: 113547627 01 LEVENTHAL, CURSIO, MULLANEY & SLINEY LLP
VENDOR ALPHA: LEVENTHAL, CURSIO,

| S | VENDOR SUMMARY
ENCUMBRANCES | MAR | 2016
.00 | ANNUAL BALANCE .00 | ALL YEARS BALANCE
90,715.74 |
|-----|--------------------------------|-----------|-------------|---------------------------------------|--------------------------------|
| | RETAINAGES | | .00 | .00 | .00 |
| | ACCRUALS | | .00 | .00 | |
| | PAYMENTS | | .00 | | .00 |
| | | | | .00 | 315,364.29 |
| | CASH RECEIPTS | | .00 | .00 | .00 |
| | ACCT RECVABLE | | .00 | .00 | .00 |
| | 1099 TOTALS | | | | .00 |
| | B/U WITHHOLDING | | | - | |
| | B/U WITH PAID | | | | |
| | TX LIEN W/HELD | | .00 | .00 | .00 |
| | TAX LIENS PAID | | .00 | .00. | |
| | ST BCKUP W/HOLD | | | | .00 |
| | | | .00 | .00 | .00 |
| | ST BU W/H PAID | | .00 | .00 | .00 |
| F1- | -HELP F2-SELECT | | F4-PRI(| OR F5-NEXT | .00 |
| | | DO I TARE | = = 1111 | ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ | |

F9-LINK

GO14 - RECORD FOUND

FAML6160 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM VENDOR SUMMARY

03/15/2016 12:42 PM

ACTIVE
FISCAL MO/YEAR: 13 2015
VENDOR NUMBER: 113547627 O1 LEVENTHAL, CURSIO, MULLANEY & SLINEY LLP
VENDOR ALPHA: LEVENTHAL, CURSIO,

| S | VENDOR SUMMARY | ADADJ2015 | ANNUAL BALANCE | ALL YEARS BALANCE |
|-----|-----------------|-----------|----------------|-------------------|
| | ENCUMBRANCES | .00 | -11,924.99 | 90,715.74 |
| | RETAINAGES | .00 | .00 | .00 |
| | ACCRUALS | .00 | -1,743.75 | .00 |
| | PAYMENTS | .00 | 13,668.75 | 315,364.29 |
| | CASH RECEIPTS | .00 | .00 | .00 |
| | ACCT RECVABLE | .00 | .00 | .00 |
| | 1099 TOTALS | .00 | 13,668.75 | 13,668.75 |
| | B/U WITHHOLDING | .00 | .00 | .00 |
| | B/U WITH PAID | .00 | .00 | .00 |
| | TX LIEN W/HELD | .00 | .00 | .00 |
| | TAX LIENS PAID | .00 | .00 | .00 |
| | ST BCKUP W/HOLD | .00 | .00 | .00 |
| | ST BU W/H PAID | .00 | .00 | .00 |
| F1- | -HELP F2-SELECT | F4- | PRIOR F5-NEXT | |

F9-LINK

GO14 - RECORD FOUND

George Maragos Comptroller



OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

| CONTRACTOR NAME: Leventhal, Mullaney & Blinkoff, LLP (CLAT16000012) | | | | | |
|--|--|--|--|--|--|
| CONTRACTOR ADDRESS: 15 Remsen Avenue, Roslyn, New York 11576 | | | | | |
| FEDERAL TAX ID #: <u>113547627</u> | | | | | |
| <u>Instructions:</u> Please check the appropriate box ("\sum") after one of the following roman numerals, and provide all the requested information. | | | | | |
| I. The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in [newspaper] on [date]. The sealed bids were publicly opened on [date] [#] of sealed bids were received and opened. | | | | | |
| II. The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on [date]. Potential proposers were made aware of the availability of the RFP by advertisement in [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on [date] [state #] proposals were received and evaluated. The evaluation committee consisted of: | | | | | |
| (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected. | | | | | |

1

| III. X This is a renewal | , extension o | r amendment of | an | existing | contract. |
|--------------------------|---------------|----------------|----|----------|-----------|
|--------------------------|---------------|----------------|----|----------|-----------|

The contract was originally executed by Nassau County on April 30, 2013. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a Request for Qualifications was issued and a panel established. Counsel was selected from the panel based on the firm's experience, expertise in the subject matter and availability. Also, Counsel has previously contracted with the County (through the firm Leventhal & Sliney, LLP). With respect to the revisions to the payment terms, the contract was originally negotiated and Counsel was selected to perform services at an hourly rate. NIFA rejected a prior version of amendment #1 that was to continue an hourly rate payment. In the alternative, NIFA suggested that the County negotiate a contingency agreement. The County Attorney's office reviewed other outside counsel County and non-County contingency agreements as a point of reference and was able to negotiate a competitive contingency agreement. Counsel has been retained to continue providing legal services since they have already begun services pursuant to the original contract.

| | ey have already begun services pursuant to the original contract. |
|-------|--|
| propo | Pursuant to Executive Order No. 1 of 1993, as amended, at least three sals were solicited and received. The attached memorandum from the tment head describes the proposals received, along with the cost of each sal. |
| | A. The contract has been awarded to the proposer offering the lowest cost proposal; OR: |
| | B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers. |
| memo | Pursuant to Executive Order No. 1 of 1993 as amended, the attached brandum from the department head explains why the department did not at least three proposals. |
| | A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner. |
| | B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached). |
| | C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract. |

| □ D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the services required through an inter-municipal agreement. |
|---|
| VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county. |
| In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable. |
| VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms. |
| Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable. VIII. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers. |
| IX. □ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller. |
| X. X Vendor will not require any sub-contractors. |
| In addition, if this is a contract with an individual or with an entity that has only one or two employees: \[\begin{align*}\text{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. \[\begin{align*} \text{Department Head Signature} \end{align*} \] \[\text{Department Head Signature} \] |
| Date Date |

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Leventhal, Mullaney & Blinkoff, LLP (formerly known as Leventhal, Cursio, Mullaney & Sliney, LLP), having an office located at 15 Remsen Avenue, Roslyn, New York 11576 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT13000001 between the County and Counsel, executed on behalf of the County on April 30, 2013 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigation related to the London Interbank Offered Rate ("LIBOR"), which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from July 1, 2012 until completion of Services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, is Twenty-five Thousand Dollars (\$25,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to amend the payment provision provided under the Original Agreement (as amended by this Amendment, the "Amended Agreement").

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

- 1. Payment. (a) Amount of Consideration. Upon exhaustion of the Maximum Amount provided under the Original Agreement, Counsel shall be paid on a contingency fee basis. Subject to the approval of the Court (if necessary), for amounts recovered through settlement, trial, summary judgment or other judicial determination on the merits, Counsel shall be compensated on a contingency fee basis under which Counsel shall receive attorneys' fees based on Thirty-three Percent (33%) of the net sum recovered after deducting allowable expenses advanced by Counsel (as defined in Section 1(b) of this Amendment). Further, Counsel shall deduct any amounts paid to Counsel out of the Maximum Amount authorized under the Original Agreement from Counsel's portion of the recovery.
- (b) Expenses and Disbursements. Upon exhaustion of the Maximum Amount provided under the Original Agreement, Counsel shall advance all expenses described under Section 3(d) of the Original Agreement ("Expenses"). All Expenses shall be

calculated separately for purposes of determining costs that may be recovered from defendants under fee-shifting statutes or common law.

- (c) <u>Time and Expense Records</u>. Counsel shall prepare and maintain for recordkeeping purposes to be used in connection with any application to a Court for payment of attorneys' fees and costs, a quarterly report, or more frequently if requested by the Department, which shall include contemporaneous records of hours billed, the person(s) performing the Services, a description of the Services provided, and itemized Expenses (the "<u>Time and Expense Report</u>").
- (d) Remittance to the County of Recovered Amounts. Counsel shall remit to the County all monies recovered in connection with the litigation, less legal fees and Expenses Counsel is authorized to retain in accordance with the terms of this Amendment (the net amount after deducting legal fees and Expenses shall be referred to as "County Remittances"). Counsel shall submit County Remittances to the County not later than one (1) month following Counsel's receipt of any recovery from defendants. All County Remittances shall be accompanied by a certified statement reflecting the terms of the recovery and setting forth, in detail, all deductions from the recovery.
- 2. <u>Full Force and Effect</u>. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

| LEVENTHAL, MULLANEY & BLINKOFF, LLP |
|---|
| By: for 6. Lanthe
Name: Steven G. Leventhal
Title: Managing member
Date: |
| NASSAU COUNTY By: Name: Carnell Foskey Title: County Attorney Date: 3 15 16 |
| NASSAU COUNTY |
| By: |
| Date: |

PLEASE EXECUTE IN <u>BLUE</u> INK

| STATE OF NEW YORK) | |
|--|--|
|)ss.:
COUNTY OF NASSAU) | |
| On the // day of March Steren G. Leventhal to me personally know and say that he or she resides in the County of Nanaging Member of Leventhal Mullane herein and which executed the above instrument; at thereto by authority of the board of directors of said | <u>a 55a u</u> ; that he or she is the <u>y = B/ix koff</u> , the corporation described nd that he or she signed his or her name |
| Thomas I mullaney
NOTARY PUBLIC | Thomas J. Mullaney
NOTARY PUBLIC, State of New York
No. 01MU4816770 |
| STATE OF NEW YORK) | Qualified in Nassau County |
| COUNTY OF NASSAU) | Commission Expires Jan. 31, 2019 |
| On the 15th day of March in the Carnell Foskey to me personally known, who, being the resides in the County of Nassau; that he is County municipal corporation described herein and which esigned his name thereto pursuant to Section 1101 (County.) | nty Attorney of the County of Nassau, the executed the above instrument; and that he |
| NOTARY PUBLIC | JACLYN DELLE Notary Public, State of New York No. 02DE6305114 Oualified in Nassau County |
| STATE OF NEW YORK) | Qualified in Nassau County
mmission Expires on June 2, 20 18 |
|)ss.:
COUNTY OF NASSAU) | |
| On the day of to me personally know and say that he or she resides in the County of County Executive of the County of Nassau, the mu which executed the above instrument; and that he pursuant to Section 205 of the County Government | nicipal corporation described herein and or she signed his or her name thereto |

NOTARY PUBLIC

Business History Form

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

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

| (US | SE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS). |
|-----|---|
| Da | te: 3/14/16 |
| 1) | Bidder's/Proposer's Legal Name: Leventhal, Mullaney & Blinkoff, LLP |
| 2) | Address of Place of Business: 15 Remsen Ave. Rosyn, NY 11576 |
| | t all other business addresses used within last five years: |
| 3) | Mailing Address (if different): |
| Ph | one: (511) 484-5440 |
| | es the business own or rent its facilities? $\overline{Ren+}$ |
| 4) | Dun and Bradstreet number: $\frac{N/A}{}$ |
| 5) | Federal I.D. Number: 11 - 3547627 |
| 6) | The bidder/proposer is a (check one): Sole Proprietorship Partnership Corporation Other (Describe) |
| 7) | Does this business share office space, staff, or equipment expenses with any other business? Yes V No If Yes, please provide details: Shares office space with Leverthal & Company , CPAs |
| 8) | Does this business control one or more other businesses? Yes No _ ✓ If Yes, please provide details: |
| 9) | Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes Y No If Yes, provide details. Affiliated with Steven G. Leventhal, PC |
| 10) | Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes No // If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). |
| | |

| 11) Has the
If Yes, s | bidder/proposer, during the past seven years, been declared bankrupt? Yes No
state date, court jurisdiction, amount of liabilities and amount of assets |
|---|---|
| federal,
owner a
civil anti
such inv | ast five years, has this business and/or any of its owners and/or officers and/or any affiliated s, been the subject of a criminal investigation and/or a civil anti-trust investigation by any state or local prosecuting or investigative agency? And/or, in the past 5 years, have any and/or officer of any affiliated business been the subject of a criminal investigation and/or a i-trust investigation by any federal, state or local prosecuting or investigative agency, where vestigation was related to activities performed at, for, or on behalf of an affiliated business. No If Yes, provide details for each such investigation. |
| busines
federal,
of an afi
but not l
individu | ast 5 years, has this business and/or any of its owners and/or officers and/or any affiliated s been the subject of an investigation by any government agency, including but not limited to state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer filiated business been the subject of an investigation by any government agency, including limited to federal, state and local regulatory agencies, for matters pertaining to that al's position at or relationship to an affiliated business. Yes No If Yes, provide or each such investigation. |
| either bi
pertaine | current or former director, owner or officer or managerial employee of this business had, efore or during such person's employment, or since such employment if the charges ed to events that allegedly occurred during the time of employment by the submitting s, and allegedly related to the conduct of that business: a) Any felony charge pending? No Yes If Yes, provide details for each such charge |
| | b) Any misdemeanor charge pending? No Yes If Yes, provide details for each such charge |
| | c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No Yes If Yes, provide details for each such conviction |
| | d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No Yes If Yes, provide details for each such conviction |
| | e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No Yes If Yes, provide details for each such |

| | occurrence. | | | |
|--|---|--|--|--|
| 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No; If Yes, provide details for each such instance | | | | |
| applicable
and sewe
detailed r | ast (5) tax years, has this business failed to file any required tax returns or failed to pay any e federal, state or local taxes or other assessed charges, including but not limited to water er charges? No V Yes If Yes, provide details for each such year. Provide a response to all questions checked 'YES'. If you need more space, photocopy the ate page and attach it to the questionnaire | | | |
| | tailed response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire. | | | |
| 17) Conflict o | of Interest: | | | |
| a)
plea | Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, ase expressly state "No conflict exists." | | | |
| | (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists | | | |
| | 110 CU1411C1 EX1373 | | | |
| | (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 procedures your firm has, or would adopt, to assure the County the conflict of interest would not exist for your firm in the future. <u>Ferform Conflict Checks in Connection with each engagement</u> | | | | |
| | | | | |

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

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

- i) Date of formation:
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

| Company | | | | |
|--|--|--|--|--|
| Contact Person Honorable Carnell Foskey, County Attorney | | | | |
| Address One West Street | | | | |
| City/State MINEOLA, NY | | | | |
| Telephone 510 · 5 · 7/ - 30 · 5 · 6 | | | | |
| Fax # | | | | |
| E-Mail Address | | | | |

| Company | | | | |
|--|--|--|--|--|
| Contact Person Honorable Julianne Backerman, Mayor Inc. Village of | | | | |
| Contact Person Honorable Julianne Backerman, Mayor Inc. Village of Address Raz" Tafuro Way | | | | |
| City/State Synsset, Ny | | | | |
| Telephone 516 - 364 - 3476 | | | | |
| Fax # | | | | |
| E-Mail Address | | | | |
| | | | | |
| 是一种,我们就是一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个 | | | | |
| Company | | | | |
| | | | | |
| | | | | |
| Contact Person Honorable Gerard Giannattasio, Village Justice,
Village of massa pequa Park
Address 151 Front Street | | | | |
| | | | | |
| Contact Person Honorable Gerard, Gianna Hasio, Village Justice, Village of massa pequa Park Address 151 Front Street City/State Massa pequa, NY | | | | |

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

| A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUTHIS QUESTIONNAIRE MAY RESULT IN RENDERING THE RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PF AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING CHARGES. | SUBMITTING BUSINESS ENTITY NOT ROPOSAL OR FUTURE BIDS/PROPOSALS. | | | |
|---|---|--|--|--|
| I, Steven G. Leventual , being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity. | | | | |
| Sworn to before me this // thay of March 20/16 | | | | |
| Thomas Imellancy
Notary Public | Thomas J. Mullaney NOTARY PUBLIC, State of New York No. 01MU4816770 Qualified in Nassau County Commission Expires Jan. 31, 20/9 | | | |
| Name of submitting business: Leventhal, Mullaney & Blinkoff, LLP | | | | |
| By: Steven G. Leventhal Print Signature Print | | | | |
| Signature | | | | |

Managing Member

3 / // / /6 Date

LEVENTHAL, MULLANEY & BLINKOFF, LLP

ATTORNEYS AT LAW 15 REMSEN AVENUE ROSLYN, NEW YORK 11576 TELEPHONE: (516) 484-5440 FACSIMILE: (516) 484-2710

STEVEN G. LEVENTHAL THOMAS J. MULLANEY JEFFREY L. BLINKOFF

March 11, 2016

BUSINESS HISTORY FORM

A.

- i) Date of formation: Established in 2000
- ii) Steven G. Leventhal 15 Remsen Avenue Roslyn, NY 11576
- iii) Steven G. Leventhal 15 Remsen Avenue Roslyn, NY 11576
- iv) n/a
- vi)
- vii) attached
- viii) n/a

STEVEN G. LEVENTHAL

15 Remsen Avenue, Roslyn, New York 11576; www.lcmblaw.com Tel: (516) 484-5440; Fax: (516) 484-2710; e-mail: sleventhal@lcmblaw.com (March 2016)

Attorney at Law

Managing Member, Leventhal, Mullaney & Blinkoff, LLP (2000-2016), President, Steven G. Leventhal, P.C. (1983-2016), Roslyn, New York.

- Municipal Affairs and related Litigation, Government Ethics, Zoning and Land Use Regulation,
- Banking and Financial Services, Securities Litigation, Arbitration and Regulatory Enforcement and Compliance,
- Business Relations, Commercial Transactions, Commercial Litigation, Tax Planning and Tax Litigation,
- Wills, Trusts, Estate Planning and Probate, Estate Litigation,
- Real Property Transactions,
- Professional Ethics and Discipline.

Outside Counsel, Merrill Lynch, Pierce, Fenner & Smith, Inc. (1998-2012). Commercial Litigation, Securities Arbitration, Expert Witness Services (Taxation).

Trial Attorney, *Legal Aid Society*, Criminal Defense Division, New York, New York, Felony Certified (1981-1983). All phases of criminal defense, including jury trials to verdict.

Legal Intern, *Internal Revenue Service*, Office of Chief Counsel, Tax Litigation Division, Washington, D.C. (1979).

Certified Public Accountant

Leventhal and Company, LLP (formerly, Leventhal and Leventhal, CPA's P.C.). Accounting, tax and management advisory services (1976-1977; 1980-1981).

Judicial Service and Dispute Resolution

Village Justice, Village of Lattingtown, New York (2009-2016).

Village Justice, Village of Massapequa Park, New York (2005-2016).

Village Justice, Village of Oyster Bay Cove, New York (2001-2005).

Judicial Service and Dispute Resolution (cont.)

Rated "well qualified" to serve as a Justice of the New York State Supreme Court by the Judiciary Committee of the Nassau County Bar Association (2005).

Hearing Officer, New York State Joint Commission on Public Ethics (JCOPE) (2014-2016). Appointed to serve as presiding officer in adjudicatory hearings to determine whether a violation has occurred of Public Officers Law sections 73 (Restrictions on Activities of current and former stat officers and employees), 73-a (Financial Disclosure) or 74 (Code of Ethics); Civil Law Section Law section 107 (Prohibition against certain political activities; improper influence); or Legislative Law article one-A (Lobbying Act).

Arbitrator, *Financial Industry Regulatory Authority* ("FINRA") (2011-2016). Appointed to serve are non-public (industry) arbitrator in industry and investor disputes.

Hearing Officer, *Village of Lawrence, New York* (2011). Appointed to preside over disciplinary hearing conducted pursuant to the New York Civil Service Law.

Hearing Officer, Village of Farmingdale, New York (2012). Appointed to preside over disciplinary hearing conducted pursuant to the New York Civil Service Law.

Private Mediator, (2004-2005). Engaged to mediate terms of separation agreement in a matrimonial dispute.

Temporary Receiver, *United States District Court*, Eastern District of New York (2001). Appointed to marshal business assets of multi-state retail franchises, employ and supervise management, collect business revenue and pay business expenses.

Referee, Supreme Court of the State of New York, County of Nassau (1997-2001). References to hear and report in surplus money claims; report and sell in mortgage foreclosures.

Expert Witness Services

Engaged to provide analysis and expert testimony on tax issues in securities arbitration and matrimonial proceedings, and valuation of monetary damages in employment discrimination claims (1999-2009).

Public Service

Counsel to Member, *U.S. House of Representatives*, Fourth Congressional District, New York, (1994-1996). Legislation, Constituent Services, Employment and Personnel.

Chair, Board of Ethics, County of Nassau (1996-2002); member (1990-2002). Rendered Advisory opinions interpreting Nassau County Code of Ethics; presided over investigation and adjudication of complaints; administered Financial Disclosure Law.

Public Service (cont.)

Special Counsel, *County of Nassau*, (2001-2003; 2010-2016). Provided advice to Republican and Democratic administrations in government ethics, financial disclosure, records management, government and legislative operations and executive transition; assisted in revising Ethics Code, drafted plain language guide to government ethics; retained as litigation counsel to prosecute claims in LIBOR transactions; retained to investigate and recommend in connection with EEOC complaint; counsel to hearing officer in Police Department disciplinary proceeding; retained to defend Federal ADA and State Human Rights claims on behalf of the Police Department.

Counsel to Ethics Board, County of Nassau, (2002-2003; 2010-2016).

Counsel to Ethics Commission, *County of Suffolk*, (2009-2011). Served as general and litigation counsel to Ethics Commission in connection with matters pending before the Commission, and in connection a review of the operations and procedures of the Commission by a special committee of the Suffolk County Legislature, the County Comptroller and a Suffolk County Grand Jury.

Special Counsel, *Suffolk County Community College*, (2015). Retained to conduct independent ethics review, and to provide ethics advice and recommendations.

Independent Consultant, Board of Ethics *County of Westchester*, (2012-2016). Responsible for administering financial disclosure program.

Counsel to Ethics Board, *Town of North Hempstead* (2007-2011, 2014-16). Assisted Town Board in drafting amendments to Town Ethics Code, developed and implemented ethics training program for Town officers and employees; provided counsel to Board of Ethics and drafted advisory opinions.

Special Counsel; Counsel to Ethics Board, *Town of Putnam Valley* (2006-2007). Assisted in drafting Town Ethics Code, served as litigation counsel to Town Board and Ethics Board.

Counsel to Ethics Board, *Town of Southampton* (2007-2016). Assisted Town Board in developing ethics policies and procedures, assisted in drafting amendments to Town Ethics Code, developed and implemented an ethics training program for Town officers and employees, provided counsel to Board of Ethics, developed procedures for conducting investigations and drafted advisory opinions.

Counsel to Ethics Board, *Town of Huntington* (2015-2016). Retained to assist Town Board in drafting Town Ethics Code, develop and implement ethics training program for Town officers and employees; provide counsel to Board of Ethics and draft advisory opinions.

Public Service (cont.)

Counsel to Ethics Board, *Town of Oyster Bay* (2015-2016). Retained to assist Town Board in drafting Town Ethics Code, develop and implement ethics training program for Town officers and employees; provide counsel to Board of Ethics and draft advisory opinions.

Special Counsel, *City of White Plains* (2010-2012). Appointed to serve as counsel to Board of Ethics in connection with ethics investigation, and as litigation counsel in Article 78 proceeding challenging denial of request by local newspaper for disclosure under FOIL of documents constituting record of preliminary investigation by Board of Ethics.

Special Counsel, *City of Mount Vernon* (2015). Retained to conduct independent ethics review, and to provide ethics advice and recommendations.

Special Counsel, Town of Yorktown, Retained to review Town Code of Ethics, and to provide ethics advice and recommendations. (2015).

Village Attorney, Village of Muttontown (2006-2016). Served as general counsel to Mayor, Board of Trustees, Planning Board, and all Village Departments; supervised prosecution of Code violations; served as general litigation and tax certiorari counsel.

Special Counsel, *Village of Manorhaven*. Retained as litigation counsel in Federal Civil Rights and Article 78 challenges to Village approval of telecommunications facilities, and to provide ethics advice and recommendations (2009-2013).

Counsel to Planning Board, Village of Rockville Centre (2008-2012).

Counsel to Ethics Board, Village of Rockville Centre (2006-2012).

Special Counsel, *Village of Freeport*, Retained as litigation counsel in the defense of self-insured tort claims (2010-2013).

Special Counsel, Village of Freeport Community Development Agency, Retained as litigation counsel in the defense of breach of contract and tort claims (2012-2015).

Special Counsel, *Freeport Housing Authority*. Retained to supervise investigation, and to provide advice and recommendations (2015-16).

Special Counsel, Village of Plandome Manor, Retained to conduct independent ethics review, and to provide ethics advice and recommendations (2009).

Special Counsel, *Village of Lynbrook Towing Review Board* (2006-2007). Retained to conduct independent ethics review and to provide ethics advice and recommendations.

Public Service (cont.)

Member, Planning Board, Village of Lattingtown (2002-2009).

Special Counsel, Roosevelt Children's Academy Charter School (2015). Retained to conduct independent ethics review, and to provide ethics advice and recommendations.

Special Counsel, *Village of Hempstead Housing Authority* (2013-2015). Retained to serve as litigation counsel in Federal and State courts.

General Counsel, Village of Hempstead Community Development Agency (2015).

Special Counsel, *Port Washington Police District* (2011-2012). Retained for internal investigation and report.

Special Counsel, Franklin Square Munson Fire District (2011). Retained for advice in connection with a labor and employment matter.

Special Counsel, *Roosevelt Public Library* (2008-2011). Retained to represent Library District in connection with legal, accounting, personnel, civil service, and unemployment and issues.

Special Counsel, *Town of Eastchester Fire Department* (2009). Retained to provide ethics advice to Board of Fire Commissioners.

Special Counsel, Westbury Water and Fire District (2007-2008). Retained for advice and assistance in developing ethics policies and programs.

Teaching Experience

Adjunct Professor, Long Island University, College of Management, Graduate School of Public Service, Department of Health Care and Public Administration, Greenvale, New York (1998-2001). Environmental Law and Administration; Environmental Litigation Internship; Regulatory Agencies; Administrative Law and the Legal Environment in the Health Sector; Medical Ethics.

Bar Admissions

United States Supreme Court (2010).

United States Court of Appeals for the Second Circuit (1989).

United States District Court for the Eastern District of New York (1983).

United States District Court for the Southern District of New York (1983).

United States District Court for the District of New Jersey (1990, ret. 2014).

United States Tax Court (1983).

New York State Bar (1981).

New Jersey State Bar (1990, ret. 2014).

Education

New York University School of Law, J.D. 1980 Editor, *The Commentator*; Intern, Urban Law Clinic.

School of Professional Accountancy, C.W. Post College, Long Island Univ., B.S. 1976 Recipient, M. Tomasulo Award in Accounting; Member, *Delta Mu Delta*, National Business Honor Society.

Professional Speaking Activities

Lecturer: New York State Bar Association, Municipal Law Section,

- "An Interactive Guide to State and Local Ethics Law in the Real World with Hypotheticals" (2015);
- "Politics, Elections and the Municipal Attorney" (2014);
- "Looking a Gift Horse in the Mouth: The Gift Regulations Applicable to State and Local Government Officers and Employees," (2013);
- "How to Analyze an Ethics Problem: Recognizing Common Law Conflicts of Interest," (2013);
- "The Ethics of Transparency and the Transparency of Ethics: Reconciling the Ethical Duty of Confidentiality under Article 18 of the General Municipal Law with the Duty to Disclose Under the Freedom of Information Law and the Open Meetings Law" (2012, 2014);
- "Communication with Represented Public Officials: The 'No Contact' Rule as Applied to the Government Client" (2012);
- "Ethics and Professionalism" (2011, 2009, 2008, 2007);
- "Needed: A New Statewide Ethics Code For Local Municipalities" (2010);
- "Ethics Update Rules of Professional Conduct and Municipal Law Ethics Issues" (2009); "What You Need to Know About Running or Appearing Before a Local Municipal Board of Ethics" (2008);
- "Operating a Local Municipal Board of Ethics" (2006);
- "Anatomy of a Conflicts Case" (2001).

Program Co-Chair: New York State Bar Association, Municipal Law Section,

- Joint Meeting with Environmental Law Section, Jiminy Peak, MA. (2013);
- Fall Meeting, Washington, D.C. (2010).

Lecturer: New York State Bar Association, young Lawyers Section "Bridging the Gap: Suing or Defending a Municipality – The Notice of Claim" (2015).

Lecturer: New York State Economic Development Council, Basic Economic Development Course: "Ethics and Integrity in Government" (2015, 2014, 2013, 2012, 2011).

Panelist: Albany Law School, Government Law Center, Municipal Law and Planning: A Local Perspective on Hydrofracking (2012).

Lecturer: Hofstra University School of Law/Institute of Real Estate - Breslin Center for Real Estate Studies, Land Use Training Program for Municipal Planning and Zoning Officials,

- "Ethics Update" (2015, 2011, 2010);
- "An Ethics Minefield: Avoiding Missteps in Municipal Planning and Zoning" (2009).

Panelist: Hofstra University School of Law/Institute of Real Estate - Breslin Center for Real Estate Studies - Nassau County Planning Commission, Land Use Training Program for Municipal Planning and Zoning Officials, "Best Practices for Public Hearings" (2011).

Lecturer: Pace University School of Law, Center for Continuing Legal Education, "Municipal Ethics for Practitioners and Public Officials" (2011, 2004).

Lecturer: SUNY New Paltz, Center for Research, Regional Education and Outreach, "Ethical Issues for Municipal and Land Use Attorneys, including Amendments to Code of Professional Responsibility" (2009).

Lecturer: Manhattan College Center for Ethics, "Current Issues in Government Ethics" (2013);

Program Chair, Theodore Roosevelt American Inn of Court, "Municipal Ethics" (2011).

Panelist, Theodore Roosevelt American Inn of Court, Securities Arbitration (2012). "Preliminary Injunctions: Practical Insights from the Perspectives of the Client, Advocate and Judiciary" (2010).

Panelist: American Bar Association/American Law Institute, "Ethical Considerations for Government Lawyers" (2009).

Program Chair: Nassau Academy of Law,

- "Can I Quote You?: A Lawyer's Guide to Dealing with the Press" (2015);
- "Securities Arbitration Before the Financial Industry Regulatory Authority (FINRA): The New Suitability Rules, the Proposed New Rules for Expungement of Reported Information From a Broker's Record, and Ethical Considerations in Securities Arbitration" (2013);

Program Chair: Nassau Academy of Law (cont.),

- "Current Issues in Government Ethics" (2004);
- "Horn v. NY Times: May a Physician be Fired for Refusing to Violate the Ethics of the Med. Profession?" (2002).

Lecturer: Nassau Academy of Law, Dean's Hour,

- "An Interactive Guide to State and Local Ethics Law in the Real World with Hypotheticals" (2015);
- "Government Ethics: An Interactive Guide" (2014);
- "Talking to the Press: Ethical Considerations for Municipal and School Attorneys" (2014);
- "Looking a Gift Horse in the Mouth: The Gift Regulations Applicable to State and Local Government Officers and Employees," (2014);

Lecturer: Nassau Academy of Law, Dean's Hour (cont.),

- "Representing the Municipal Client: The Dual Demands of Government Ethics and Professional Responsibility" (2011, 2010);
- "Who is the Client of a Government Attorney: Attorney-Client Privilege in the Government Setting" (2008);
- "An Ethics Minefield: A Day in the Life of a Government Attorney" (2007, 2005);
- "Horn v. NY Times: May a Physician be Fired for Refusing to Violate the Ethics of the Medical Profession?" (2002);

Panelist: Nassau Academy of Law and Gold Coast International Film Festival, "(Dis)honesty – The Truth About Lies" (2015).

Lecturer: Nassau Academy of Law, "Clients with Diminished Capacity: Ethical Considerations" (2016);

Lecturer: Nassau County Bar Association, Education Law Committee, "Representing the Municipal Client: The Dual Demands of Government Ethics and Professional Responsibility" (2012).

Lecturer: Nassau County Bar Association, Municipal Law Committee:

- "Gifts and Favors: Tis the Season" (2014);
- "Proposed Model Code of Ethics for Municipalities" (2001);
- "Government Ethics" (1998).

Lecturer: Office of the Nassau County Attorney, Continuing Legal Education Program:

- "Integrity in Government" (2016);
- "Government Ethics in the Real World" (2015);
- "Government Ethics: An Interactive Guide" (2014);
- "An Agency Head's Guide to Financial Disclosure (2014);

Lecturer: Office of the Nassau Co. Attorney, Continuing Legal Ed. Program (cont.):

• "Representing the Municipal Client: The Dual Demands of Government Ethics and Professional Responsibility" (2013, 2011, 2010, 2006).

Lecturer: Suffolk County Bar Association, 24th Annual Labor & Employment Conference, "A Practical Guide to Government Ethics" (2014).

Program Chair: Suffolk Academy of Law, "An Ethics Minefield: Avoiding Missteps in Government Service" (2005).

Lecturer: "Ethics Training for Municipal Officers and Employees"

- County of Rockland, (2012, 2010);
- County of Nassau (2011);
- County of St. Lawrence (2007);
- City of Peekskill (2011);
- Town of Clarence (2014);
- Town of Clifton Park (2014, 2013, 2011, 2010, 2009);
- Town of Halfmoon (2015);
- Town of Malta (2014);
- Town of Yorktown (2013);
- Town of Milton (2011);
- Town of Putnam Valley (2008, 2006);
- Town of North Hempstead (2007);
- Town of Southampton (2004);
- Village of Old Brookville (2011);
- Village of Rockville Centre (2009, 2006);
- Village of Muttontown (2008, 2015).

Lecture: Co. of Westchester, "Ethics Training for the Board of Ethics" (2013).

Lecturer: Town of North Hempstead, "Financial Disclosure for Town Officers and Employees" (2007).

Lecturer: Engineers Joint Committee of Long Island, "A Practical Guide to Government Ethics" (2013).

Lecturer: Village of Westbury, Constitution Day Celebration, *The United States Constitution in History and in the Village Courts Today* (2010).

Lecturer: eRealty Title Agency, "A Practical Guide to Government Ethics" (2012).

Lecturer: Nassau/Suffolk Water Commissioners Association, "An Ethics Minefield: Avoiding Missteps in Government Service" (2009).

Panelist: Council On Government Ethics Laws (COGEL), "Financial Disclosure: How Much is Too Much?" (2008).

Lecturer: Leadership Training Institute, "Responsibilities of Officers and Directors of Not-for-Profit Corporations" (2008).

Lecturer: Lorman Education Services, "Representing the Municipal Client: The Dual Demands of Government Ethics and Professional Responsibility" (2008).

Panelist: Helsinki University School of Law, "Comparative Legal Systems: Judicial Ethics" (2007).

Lecturer: Nassau County Supreme Court, "Ethics Training for Small Claims Assessment Review (SCAR) Hearing Officers" (2007).

Lecturer: New York State Association of Real Property Tax Services, "An Ethics Minefield: Avoiding Missteps in Government Service" (2006).

Lecturer: Gold Coast Library District, "Ethics Training for District Trustees" (2006).

Lecturer: Practicing Law Institute, "Who is the Client of a Government Attorney: Attorney-Client Privilege in the Government Setting" (2005).

Lecturer: Farrell Fritz, P.C., Continuing Legal Education Program, "Government Ethics" (2004).

Lecturer: Dean's Colloquium on Medical Ethics, The June Chinn Society for Bioethics and Human Rights, NYU School of Medicine Master Scholars Program, "May a Physician be Fired for Refusing to Violate the Ethics of the Med. Profession?" (2004).

Lecturer: Rivkin Radler LLP, Continuing Legal Education Program, "Government Ethics" (2001).

Lecturer: Hicksville United Methodist Church, Outreach Program, "Living Wills, Health Care Proxies, and Other Advance Directives" (2001).

Program Chair: The Shanti Fund, "Wake Up Manju!" (1998).

Lecturer: American Society of Women Accountants, "Corporate Shareholder Agreements" (1988).

Lecturer: Tax and Accounting Institute, School of Professional Accountancy, Long Island University, "Corporate Shareholder Agreements" (1987).

Publications

Contributing author, "Municipal Ethics In New York: A Primer for Attorneys and Public Officials", New York State Bar Association, Municipal Law Section, Committee on Government Ethics and Professional Responsibility (projected pub. 2015), Chapters:

- Article 18: New York's Conflict of Interest Law for Municipal Officials (with Mark Davies)
- Running a Local Municipal Ethics Board,
- Mastering the Art of Giving Ethics Advice,
- The Ethics of Transparency and the Transparency of Ethics: Reconciling the Ethical Duty of Confidentiality under Article 18 of the General Municipal Law with the Duty to Disclose Under the Freedom of Information Law and the Open Meetings Law.

Co-Author, The Municipal Lawyer, NYS Bar Association, Municipal Law Section:

- Local Government Ethics: A Summary and Hypotheticals for Training Municipal Officials" (2014);
- An "Abbreviated History of Government Ethics Laws" (2014);
- "The Ethics of Transparency and the Transparency of Ethics: Reconciling the Ethical Duty of Confidentiality under Article 18 of the General Municipal Law with the Duty to Disclose Under the Freedom of Information Law and the Open Meetings Law" (2013);

Author, The Municipal Lawyer, NYS Bar Association, Municipal Law Section:

- "Professor Mark Davies Reflects on a Career in Government Ethics (2016);
- "Talking to the Press: Ethical Considerations for Municipal Attorneys" (2014);
- "The Case for Renaming the Professional Ethics Committee" (2012);
- "Communication with Represented Public Officials: The 'No Contact' Rule as Applied to the Government Client" (2012);
- "How to Analyze an Ethics Problem: Recognizing Common Law Conflicts of Interest" (2011);
- "Needed: A New Statewide Ethics Code for Local Municipalities" (2009);
- "Running a Local Municipal Ethics Board: Ten Steps to a Better Board" (2008);
- "Running a Municipal Ethics Board: Glossary of Municipal Ethics Terms," (2006);
- Author, "Running a Municipal Ethics Board: Is Ethics Advice Confidential?" (2004).

Cited as Expert on Government Ethics, The New York Times (August 21, 2004).

Author, Running a Municipal Ethics Board: Tips for Drafting Advisory Opinions. Talk of the Towns, New York State Association of Towns; International Visitors' Manual, New York City Conflicts of Interest Board; and website of the New York State Bar Association (2004).

Awards

Author, "Why Do We Need a Government Ethics Code?" The Nassau Lawyer, (2004).

Recipient, *Frank J. Santagata Memorial Award*, Nassau Co. Magistrates Assoc: for "exemplary ethics, professionalism, love of the law, and devotion to justice for all" (2014).

Recipient, *Directors Award*, Nassau County Bar Assoc.: for having "worked tirelessly to advance the goals of the Assoc. and enhance the practice of law in Nassau Co." (2006).

Recipient, Shanti (Peace) Award, "for selfless and visionary help" to Indian-Americans (1998).

Professional and Civic Associations and Activities

Nassau County Magistrate's Association: President, (2010-2011); Vice President, (2009-2010); Secretary, (2008-2009); Treas. (2007-2008); Elected Director (2003-2007).

American Bar Association

- Member, House of Delegates (2015-2016);
- Fellow, American Bar Association (2005-2013).

New York State Bar Association

- Member, Executive Committee, Municipal Law Section, (2010-2017);
- Co-Chair, Committee on Ethics and Professionalism, Municipal Law Section (2013-14), Co-Chair, (2009-2015);
- Member, Nominating Committee (2013-2015);
- Member, Committee on Standards of Attorney Conduct (2014-2015);
- Member, Committee of Bar Leaders (2016);
- Member, Committee on Attorney Professionalism (2001-2002);
- Member (by special appointment) Task Force on Government Ethics (2010);
- Member, House of Delegates (2011-2015);
- Director, New York Bar Foundation (2013-2015), Member (2011-2015).

Nassau County Bar Association

- Vice President (2015-2016), Second VP (2014-2016), Treasurer, (2013-2014), Secretary (2012-2013);
- Elected Director, (2003-2006; 2007-2010);
- Chair, Access to Justice Committee (2014-2016);
- Chair, Non-Dues Revenue Task Force (2016);
- Chair, Investment Committee (2013-2014);
- Chair, Domus (House) Committee (2010-2012);
- Chair, Finance Oversight Committee (2005-2006; 2008-2010);
- Chair, Municipal Law Committee (2001-2003);

Professional and Civic Associations and Activities (cont.)

Nassau County Bar Association (cont.)

- Member, Justice Courts Task Force (2007);
- Trustee, Nassau Academy of Law (2003-2006; 2007-2010; 2012-2016);
- Director, Nassau County Bar Association Assigned Counsel Defender Plan, Inc. (2003-2006, 2007-2010, 2012-2016);
- Director, Bar Association of Nassau County Fund Inc. (2012-2016).

Member, Long Island Council of Bar Leaders (2010-2011).

Director, Nassau-Suffolk Legal Services Committee, Inc. (2012-2016)

Competition Judge

- Moot Court Competition, Nassau Academy of Law (2003-2013, 2015);
- Statewide High School Mock Trial Competition (2005, 2008-2015);
- National Trial Competition (2012);
- Moot Court Competition, Hofstra Law School (2008, 2011-2013, 2015, 2016);
- Natl. Civil Rights Trial Competition, St. John's Univ. Law School (2005, 2012).

Member, Theodore Roosevelt American Inn of Court (2009-2016).

Member, Council on Government Ethics Laws (national organization of government ethics administrators) (2006-2007).

Participant (by invitation), Dean's Colloquium on Medical Ethics, The June Chinn Society for Bioethics and Human Rights, New York University School of Medicine Master Scholars Program (2004).

President, Chamber Players International (formerly, The Sea Cliff Chamber Players) (1996-1997, 1999-2009); Secretary-Treasurer (1993-1996).

Treasurer, Nassau County Firefighters Museum and Education Center (2008-2009); Member, Executive Committee, Board of Directors, (2004-2009).

Member, Board of Directors, Andrew Glover Youth Program, New York County Criminal Court (1983-1985).

Personal Information





Memo

To:

Non-Dues Revenue Task Force Committee

From:

Ross L. Schiller

Date:

March 8, 2016

Re:

Ideas to Raise funds at NCBA Dinner Dance

At our meeting on Thursday, March 3, 2016, at 5:30 pm, the committee came up with ideas to raise funds at the NCBA Dinner Dance. As this is an up-coming event where there will be several hundreds of people in attendance, the ideas introduced, that would be tasteful and fun, include:

- A 50/50 raffle. We can do this by having several sheets that people fill out as
 they come in to the event, or by selling tickets where we keep half and the
 person keeps the other half. This can be drawn during the cocktail hour, so as
 not to interfere with speeches and the formal dinner.
- Raffles- we can have donated some high-end items, limited to a certain number of raffles, and those can be sold at the door, with different color tickets from the 50/50 raffle.
- Silent Auction- this can be high-end items on a table that people can peruse, and then sign for a certain amount.
- Additions to Journal Advertising- besides the law firms that advertise, we go
 out to the community, including local Chamber and businesses, as well as
 those who work with our legal community.
- Using signage and journal pages to introduce upcoming events and sales, including the purchase of bricks to be placed outside by the flagpole.
- Donation of Bricks- those who purchase over \$500.00 in journal advertising or other items that produce fundraising revenue of over \$500.00, the NCBA would donate a brick in that persons or firms honor.
- The Offering of a Brick for those honorees from the dinner for \$495.00. The firm or families may be willing to do this for their honoree.

LEVENTHAL, MULLANEY & BLINKOFF, LLP

(formerly, Leventhal, Cursio, Mullaney & Sliney, LLP)
15 Remsen Avenue, Roslyn, New York 11576
Tel: (516) 484-5440; Fax: (516) 484-2710
(March 2016)

The Firm - Organizational Capacity

The firm has extensive experience in the representation of private and institutional cleints in the financial industry, and public sector clients at every level of government, including Federal, State, County, City, Town, Village, Public Authority and Special District clients.

The firm is comprised of partners Steven Leventhal, Thomas Mullaney, Jeffrey Blinkoff, and former partner Ralph Cursio who now serves as counsel to the firm. The firm's affiliate, Steven G. Leventhal, P.C. is comprised solely of Mr. Leventhal.

Steven G. Leventhal – Practice Area Expertise

Mr. Leventhal was admitted to practice in 1981. He is an attorney and CPA, and served for fourteen years as special counsel to Merrill Lynch and Bank of America. Mr. Leventhal is an arbitrator for the Financial Industry Regulatory Authority (FINRA). He serves as Village Attorney for the Village of Muttontown and as counsel to various county, town and village boards and commissions. Mr. Leventhal is the Associate Village Justice for two Nassau County villages, a hearing officer for the New York State Joint Commission on Public Ethics (JCOPE)

Mr. Leventhal served as chair of the Nassau County Board of Ethics for six years, as a member of the Board for twelve years, and currently serves as counsel to the Board. He is frequently engaged to provide ethics advice, training and continuing professional education programs to municipal officers and employees throughout the State.

Thomas J. Mullaney

Thomas Mullaney was admitted to practice in 1971. He served for nineteen years in the Office of General Counsel on Merrill Lynch and Bank of America. He has extensive experience in handling litigation and arbitration proceedings involving derivatives, swaps and other complex banking and securities transactions.

Mr. Mullaney has provided legal counsel to municipal executives, boards and departments, and has served as prosecutor in Village Court for violations of the Muttontown Village Code. Mr. Mullaney has served as primary analyst, researcher and draftsman in litigation matters for municipal clients in the federal and state courts.

Prior to joining the firm, Mr. Mullaney was Divisional Counsel for the Private Banking and Investment Group at Merrill Lynch, and was also Regional Counsel, supervising outside counsel in FINRA arbitrations, litigation, and regulatory proceedings. Previously, he was

employed at the law firm of Brown & Wood (now known as Sidley Austin), where he predominantly represented Merrill Lynch.

Ralph M. Cursio

Ralph Cursio was admitted to practice in 1979. He served for eighteen years in the Office of General Counsel of Merrill Lynch and Bank of America. He held a variety of positions in the Office of General Counsel, including First Vice President, Assistant General Counsel. While serving in that capacity, Mr. Cursio was the manager of global wealth management/broker-dealer litigation. He has broad experience handling scores of securities arbitration matters and managing teams of in-house and outside counsel on numerous matters both nationwide and internationally, including research-related matters, matters involving collateralized debt obligations and auction rate securities. During his tenure at Merrill Lynch, Mr. Cursio was responsible for supervising a team of eleven lawyers. After leaving Merrill Lynch, Mr. Cursio was of counsel to the New York office of Loeb & Loeb LLP where his practice focused on securities litigation and arbitration and commercial litigation.

Mr. Cursio has served as Associate Village Attorney for the Village of Muttontown, providing legal counsel to the Mayor, Village Boards and Village Departments, and has served as lead prosecutor in Village Court for violations of the Muttontown Village Code. Mr. Cursio has served as litigation counsel to municipal clients in the federal and state courts.

Jeffrey L. Blinkoff

Jeffrey Blinkoff joined the firm on June 1. 2015. He was admitted to practice in 1990. Mr. Blinkoff has extensive experience in the areas of municipal law and civil litigation. He serves as Village Attorney to two local villages, as village prosecutor in numerous local villages, and as litigation counsel to various not-for-profit agencies.

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/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

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

| 1. | Principal Name Steven G. Leventhal |
|----|--|
| 1. | Date of birth |
| | Home address |
| | City/state/zip |
| | Business address 15 Remsen Ave |
| | City/state/zip Rosyn, NY 11576 |
| | Telephone 516 - 484 - 5440 |
| | Other present address(es) <u>Not applicable</u> |
| | City/state/zip n/α |
| | Telephone n/a |
| | List of other addresses and telephone numbers attached |
| 2. | Positions held in submitting business and starting date of each (check all applicable) President/ |
| 3. | Do you have an equity interest in the business submitting the questionnaire? NO YES If Yes, provide details. 100 % equity interest |
| 4. | Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO YES If Yes, provide details. |
| 5. | Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO YES V_; If Yes, provide details. |
| 6. | Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO YES // If Yes, provide details. |

PRINCIPAL QUESTIONNAIRE FORM

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES

Nassau County Bar Association- Vice President

Duck Pond Associates- Partner

Old Roslyn Management Corp- President

Setauket Village Market, LLP- Managing Member

6. Has any government 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

County of Westchester- Consultant to Board of Ethics

Town of North Hempstead- Counsel to Board of Ethics

Town of Huntington- Counsel to Board of Ethics

Town of South Hampton-Counsel to Board of Ethics

Town of Oyster Bay- Counsel to Board of Ethics

Town of Yorktown- Counsel to Board of Ethics

City of Mount Vernon-Special Counsel

Village of Muttontown- Village Attorney

Village of Manorhaven- Special Counsel

Village of Freeport-Special Counsel

Freeport Housing Authority-Special Counsel

Hempstead Housing Authority- Special Counsel

Roosevelt Public Library- Special Counsel

Suffolk Community College- Special Counsel

Hempstead Community Development Agency-Special Counsel

Freeport Community Development Agency-Special Counse!

PQF (02/2016)

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

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

NO Y YES ___ If Yes, provide details for each such occurrence.

PQF (02/2016)

| <i>3</i> . | been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO YES If Yes, provide details for each such investigation. |
|------------|---|
| 10. | In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO V YES If Yes; provide details for each such investigation. |
| 11. | In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO YES If Yes; provide details for each such instance. |
| 12. | For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO YES If Yes, provide details for each such year. |

CERTIFICATION

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

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

Sworn to before me this 11 th day of March 2016

Thomas J. Mullanev NOTARY PUBLIC, State of New York No. 01MU4816770 Qualified in Nassau County Commission Expires Jan. 31, 20/9

Leventhal, Mullaney & Blinkoff, LLP Name of submitting business

Steven G. Leventhal

Print name

Signature

Managing Member
Title
3 / 11 / 6

COUNTY OF NASSAU

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

| 1. | Name of the Entity: Leventhal, Mullaney & Blinkoff, LLP |
|---------|---|
| | Address: 15 Remsen Ave |
| | City, State and Zip Code: Roslyn, NY (1576 |
| 2. | Entity's Vendor Identification Number: 11-3547627 |
| 3. | Type of Business:Public CorpPartnershipJoint Venture |
| | Ltd. Liability CoClosely Held CorpOther (specify) |
| of Join | List names and addresses of all principals; that is, all individuals serving on the Board of ors or comparable body, all partners and limited partners, all corporate officers, all parties t Ventures, and all members and officers of limited liability companies (attach additional if necessary): |
| | Steven G. Leventhal |
| | 15 Remsen Ave. |
| | 15 Remsen Ave. Roslyn, NY 11576 |
| | |
| | |
| | |
| | List names and addresses of all shareholders, members, or partners of the firm. If the older is not an individual, list the individual shareholders/partners/members. If a Publicly orporation, include a copy of the 10K in lieu of completing this section. |
| | See attached |
| | |
| | |

LEVENTHAL, MULLANEY & BLINKOFF, LLP

ATTORNEYS AT LAW 15 REMSEN AVENUE ROSLYN, NEW YORK 11576 TELEPHONE: (516) 484-5440 FACSIMILE: (516) 484-2710

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

Question 5.

Steven G. Leventhal 15 Remsen Avenue Roslyn, NY 11576

Thomas J. Mullaney 15 Remsen Avenue Roslyn, NY 11576

Jeffrey L. Blinkoff 15 Remsen Avenue Roslyn, NY 11576

Page 3 of 4

| (b) Describe lobbying activities. | vity of each lobbyist. See below for a complete |
|--|---|
| None | |
| | |
| | |
| (c) List whether and wher Nassau County, New York State): | e the person/organization is registered as a lobbyist (e.g., |
| IN U | ne |
| | |
| 8. VERIFICATION: This section contractor or Vendor authorized as a | on must be signed by a principal of the consultant, signatory of the firm for the purpose of executing Contracts. |
| The undersigned affirms and so sweat statements and they are, to his/her knows | rs that he/she has read and understood the foregoing owledge, true and accurate. |
| Dated: 3/11/16 | Signed: Ju-6. Lunder Print Name: Steven G. Leventhal |
| | Print Name: Steven G. Leventhal |
| | Title: Managing Member |

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

Contract ID#: CQAT13000001



Certified copy of contract received or ostorbeis In Department: County Attorney

£-55-/3 SERVICES: Special Counsel

Contract Details

PR5254 (8/04)

NIFS ID #: COAT13000001 NIFS Entry Date: 02/13/2013 Term: July 1, 2012 - Completion of Services

| New X | Renewal | 1) M | andated Progra | m: | | Yes No X |
|-----------------|-----------------------|---|-------------------------|----------------------|--------------------|------------------------|
| Amend | ment | 2) Co | omptroller Appi | Yes X No | | |
| Time E | xtension | 3) CS | SEA Agmt. § 32 | 2 Compliance Att | tached: | Yes No X |
| Addl. F | unds 🔲 | 4) Ve | endor Ownershi | p & Mgmt. Disc | losure Attached: | Yes X No |
| Blanker
RES# | t Resolution 🗌 | 5) In | surance Require | ed | | Yes X No 🗆 |
| | | | , | | - | - '- |
| Ā | gency Informa | tion | | | | |
| 7.1.6 | Sourch runor me | tton | | | | |
| | | Vendoi | | | Country | Department |
| Name | | 1 - 1 1 1 min 1 1 min - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | Vendor ID# | | Department Contact | Debarnnerif |
| II . | enthal, Cursio, Mulla | aney & | 1105456 | | Daniel Gregwa | re |
| Sliney, | LLP | | 1135476 | 27 - | | |
| Address | | | Contact Person | | Address | |
| ľ | Remsen Avenue | | Steven Le | eventhal | 1 West St. | |
| Ro | slyn, New York 11576 | | Phone | | Mineola, New | York 11501 |
| | | ** | (516) 484- | 5440 | (516) 571-1675 | - |
| | <u></u> | | (0.0) (0.1 | | (310) 371-107 | , |
| | an e an | | | | | |
| Ro | outing Slip | | | | | |
| | oung onp | | | | | |
| DATE.
Rec'd. | DEPARTMENT | Inter | nal Verification | DATE. Appv'd& | SIGNATURE | Leg. Approval : |
| | Department | NIFS Entry | | 18-Fw'd (**) | 7. K. Z. W | Required |
| | Department | NIFS Appv | l (Dept. Head) | | 04/04 | 大大大学 |
| | OMB | NIFS Appro | oval | | Will. | Yes No Not required if |
| 3/5/13 | County Attorney | CA RE&I V | Verification | 3/5/13 | Q. Quato | blanket resolution |
| | County Attorney | CA Approv | al as to form | 03/16/2017 | De Sil | Yes No |
| | Legislative Affairs | Fw'd Origi | inal K to CA | □3/5//3 \ | beger a. Mu | w Paragraphic |
| | Rules / Leg. | | | | 00 | |
| | County Attorney | NIFS Appr | oval | 1 04/s/h | Dir. le | |
| | County Comptroller | NIFS Appr | oval | 1/23/1- | | CCL HIN |
| | County Executive | Notarizatio
Filed with | on
Clerk of the Leg. | =3/18/2« | | |



Department: County Attorney

Contract Summary

| Purpose: This is a new outside counsel contract where Counsel shall represent Nassau County in the anticipated litigation relating to London Interbank Offered Rate (LIBOR). Method of Procurement: A Request for Qualification was issued and a panel established. Counsel was selected from the panel based firm's experience, expertise in the subject matter and availability. Procurement History: See method of procurement above. Also, Counsel has previously contracted with the County (through the firm Leventhal & Sliney, LLP). Description of General Provisions: As described above. | |
|---|---------|
| firm's experience, expertise in the subject matter and availability. Procurement History: See method of procurement above. Also, Counsel has previously contracted with the County (through the firm Leventhal & Sliney, LLP). | l on th |
| firm's experience, expertise in the subject matter and availability. Procurement History: See method of procurement above. Also, Counsel has previously contracted with the County (through the firm Leventhal & Sliney, LLP). | |
| Leventhal & Sliney, LLP). | |
| Leventhal & Sliney, LLP). | |
| | 'n |
| | |
| Impact on Funding / Price Analysis: \$25,000.00 | |
| Change in Contract from Prior Procurement: N/A | |
| Recommendation: Approve as submitted. | |
| Advisement Information | |
| BUDGET CODES FUNDING SOURCE AMOUNT LINE INDEX/OBJECT CODE AMO | TAUC |
| Fund: GEN Revenue Contract XXXXXXX 1 ATGEN1100/DE502 \$25,00 | 0.00 |
| Control: AT County \$25,000.00 2 | |
| Resp: 1100 Federal \$ 3 \$ | |
| Object: 502 State \$ 3.51/3 \$ | |
| Transaction: Capital \$ 5 | · |
| Other \$ \\ \frac{11}{11} \\ \frac{1}{12} \\ \f | |
| RENEWAL TOTAL \$25,000.00 TOTAL \$25,00 | 0.00 |
| % Increase | |
| % Decrease Document Prepared By: | |
| NIFS Certification Comptroller Certification County Executive Approval | |
| I certify that this document was accepted into NIFS. I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. Name | ۰ |
| Name | |
| Date $4/\sqrt{23}$ Date $4/\sqrt{23}$ 13 13 13 13 13 13 | |

RULES RESOLUTION NO.99-2013

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND LEVENTHAL, CURSIO, MULLANEY & SLINEY, LLP

Passed by the Rules Committee
Nassau County, Legislature
By Voice Vote on 48/3
VOTING:

Ayes 1 payes 3 abstained 0 recused 1
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed a special counsel agreement with Leventhal, Cursio, Mullaney & Sliney, LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the special counsel contract entered into by the Nassau County Attorney and Leventhal, Cursio, Mullaney & Sliney, LLP.

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL
CONTRACT ENTERED INTO BY THE NASSAU COUNTY
ATTORNEY AND LEVENTHAL, CURSIO, MULLANEY & SLINEY,
LLP

WHEREAS, the Nassau County Attorney has executed a special counsel agreement with Leventhal, Cursio, Mullaney & Sliney, LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the special counsel contract entered into by the Nassau County Attorney and Leventhal, Cursio, Mullaney & Sliney, LLP.

George Maragos Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

| CONTRACTOR
(CQAT13000001) | NAME: | Leventhal, | Cursio, | Mullaney | & S | Sliney, | LLP |
|---|--|---------------------------------------|---------------------------|---------------------------------|------------------------|----------|----------------------------------|
| CONTRACTOR | ADDRESS: 1 | 5 Remsen A | venue, Ro | slyn, New Y | ork 115′ | 76 | |
| FEDERAL TAX | ID #: 113547 | 627 | | | | | |
| <i>Instructions:</i> Plearoman numerals, | se check the | appropria | ite box ("
ested infor | '⊠") after o | one of t | the foll | lowing |
| I. The contract for sealed bids. in [date]. The sealed b sealed bids were recei | The contract vids were public | was awarded
ly opened on | after a re- | quest for sea | led bids | was pu | ablished |
| II. The contract The Contract was ent [date]. Potential prope | tor was select
ered into after a | ed pursuan
written reque | est for prope | reale was icona | ad on | | |
| [newspaper advertiser copies of the RFP. received and of: | nent, posting on
Proposals were
evaluated. | due on | ing, etc.]
evalua | [#] of not | ential area | 2000000 | equested
als were
onsisted |
| ranked. As a result of | | · · · · · · · · · · · · · · · · · · · | Dist memb | pers]. The pr
hest-ranking p | oposals v
roposer w | were sco | red and |

| III. This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on |
|--|
| procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluated |
| of the contractor's performance for any contract to be renewed or extended. If the contractor has received a satisfactory evaluation, the department must explain why the contractor should nevertheless permitted to continue to contract with the county. |
| IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal. |
| ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR: |
| X B. A Request for Qualification was issued and a panel established. Counsel was selected from the panel based on the firm's experience, expertise in the subject matter and availability. |
| V. — Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals. |
| A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner. |
| ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached). |
| C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract. |
| |

VI.

This is a human services contract with a not-for-profit agency for which competitive process has not been initiated. Attached is a memorandum that explains the reaso 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, whe the vendor has previously provided services to the county, attach a copy of the most recent evaluation the vendor's performance. If the contractor has not received a satisfactory evaluation, the department multiplication why the contractor should nevertheless be permitted to contract with the county.

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

VII.

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Daté

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

LCMS

LEVENTHAL, CURSIO, MULLANEY & SLINEY, LLP

ATTORNEYS AT LAW 15 REMSEN AVENUE ROSLYN, NEW YORK 11576 TELEPHONE: (516) 484-5440 FACSIMILE: (516) 484-2710

STEVEN G. LEVENTHAL RALPH M. CURSIO THOMAS J. MULLANEY BENEDICT L. SLINEY

CHRISTINE H. PRICE CHITRA ANBALAGAN

February 7, 2013

Via Federal Express
Daniel J. Gregware, Esq.
Deputy County Attorney
Nassau County Attorney's Office
Municipal Transactions Bureau
One West Street
Mineola, New York 11501

Re: Special Counsel Contract with Leventhal, Cursio, Mullaney & Sliney, LLP

Dear Mr. Gregware:

This is to confirm that the names, business addresses and phone numbers of all principals of Leventhal and Sliney, LLP are as follows:

Steven G. Leventhal 15 Remsen Avenue Roslyn, New York 11576 (516) 484-5440, ext. 101

Ralph M. Cursio 15 Remsen Avenue Roslyn, New York 11576 (516) 484-5440, ext. 201 Daniel J. Gregware, Esq. Deputy County Attorney February 7, 2013 Page 2.

> Thomas J. Mullaney 15 Remsen Avenue Roslyn, New York 11576 (516) 484-5440, ext. 301

Benedict L. Sliney 15 Remsen Avenue Roslyn, New York 11576 (516) 484-5440, ext. 100

Thank you for your assistance in this matter.

Very truly yours,

Jac G. Leventhal

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Leventhal, Cursio, Mullaney & Sliney, LLP, with an office located at 15 Remsen Avenue, Roslyn, New York 11576 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, the County is anticipating litigation relating to the London Interbank Offered Rate (" $\underline{\text{LIBOR}}$ "); and

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

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

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

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

- 1. <u>Term.</u> This Agreement shall commence on July 1, 2012 and shall terminate upon completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.
- 2. <u>Services</u>. The services to be provided by Counsel under this Agreement shall consist of representing Nassau County in connection with the anticipated litigation relating to LIBOR (the "<u>Services</u>"). Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.
- 3. <u>Payment</u>. (a)(1) <u>Amount of Consideration</u>. The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of Twenty-five Thousand Dollars (\$25,000.00) ("<u>Maximum Amount</u>"). Compensation for professional services shall be paid at an hourly rate of Two Hundred Twenty-five Dollars (\$225.00) for partners, One Hundred Seventy-five Dollars (\$175.00) for associates and Ninety Dollars (\$90.00) for paralegals.
- (a)(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.
- (b) <u>Vouchers</u>; <u>Voucher Review</u>, <u>Approval and Audit</u>. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "<u>Voucher</u>") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the account detailed.

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

- (c) <u>Timing of Payment Claims</u>. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.
- (d) <u>Expenses and Disbursement</u>. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for expert costs, messengers, investigators, trial preparation services and other legitimate expenses. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements or any expense or disbursement not listed in this paragraph.
- (e) <u>Payments in Connection with Termination or Notice of Termination</u>. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.
- 4. <u>Independent Contractor</u>. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "<u>Counsel Agent</u>"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
- 6. <u>Compliance with Law</u>. (a) <u>Generally</u>. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
- (b) <u>Nassau County Living Wage Law.</u> Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:
 - (i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;
 - (ii) Failure to comply with the Living Wage Law, as amended, may constitute a

material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.
- (c) <u>Records Access</u>. The parties acknowledge and agree that all records, information, and data ("<u>Information</u>") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.
- 7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.
- 8. <u>Service Standards</u>. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 9. <u>No Conflict Representation</u>. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.
- 10. <u>Indemnification</u>: <u>Defense</u>: <u>Cooperation</u>. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "<u>Indemnified Parties</u>") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, <u>provided</u>, <u>however</u>, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

- (b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.
 - (d) The provisions of this Section shall survive the termination of this Agreement.
- 11. <u>Insurance</u>. (a) <u>Types and Amounts</u>. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.
- (b) <u>Acceptability; Deductibles; Subcontractors</u>. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.
- (c) <u>Delivery: Coverage Change: No Inconsistent Action.</u> Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.
- 12. <u>Assignment; Amendment; Waiver; Subcontracting</u>. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "<u>County Executive</u>"), and any purported

assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

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

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

- (b) <u>By Counsel</u>. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "<u>Commissioner</u>"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "<u>Applicable DCE</u>") on the same day that notice is given to the Commissioner.
- (c) <u>Counsel Assistance upon Termination</u>. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.
- 14. Accounting Procedures; Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles or such other standard accounting principles that are acceptable within the industry and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.
- 15. <u>Limitations on Actions and Special Proceedings against the County</u>. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

- (a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.
- (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.
- 17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- 18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.
- 19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any

way be affected or impaired thereby.

- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- (d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
- 20. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.
 - 22. Executory Clause. Notwithstanding any other provision of this Agreement:
- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) <u>Availability of Funds</u>. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.
- 23. <u>Entire Agreement</u>. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective

LEVENTHAL, CURSIO, MULLANEY & SLINEY, LLP

Name: Steven G. Leventhal

Title: Managing Member

Date: February 7, 2013

NASSAU COUNTY

Name: John Ciampoli Title: County Attorney

NASSAU COUNTY

By:

Name: 1

Title: County Executive

Deputy County Executive

PLEASE EXECUTE IN BLUE INK

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

On the 7th day of February in the year 2013 before me personally came Steven G. Leventhal to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Managing Member of Leventhal, Cursio, Mullaney & Sliney, LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Christine ri. Price
Notary Public, State of New York
No. 01PR6173903
Qualified in Nassau County
Commission Expires September 4, 2015

STATE OF NEW YORK)
)ss
COUNTY OF NASSAU)

NOTARY PUBLIC

NINA DELUCA
Notary Public, State of New York
No. 01DE6199846
Qualified in Suffolk County
Commission Expires Jan. 20, 2017

STATE OF NEW YORK)

COUNTY OF NASSAU)

On the 30 day of 1000 in the year 20 3 before me personally came who, being by me duly sworn, did depose and say that he or she resides in the County of 1000 is that he or she is a County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

CONCETTA A PETRUCCI

Hotary Public, State of New York

No. 01PE6259026

Qualified in Nasseu County

Commission Expires April 02, 20

Appendix EE Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined 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.

- 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.
- 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.

| App€ | endix L | |
|-----------------|--|---|
| Certi | ficate of Compliance | |
| In co
follor | mpliance with Local Law 1-2006, as amended (the "Law"), Counsel her
wing: | reby certifies the |
| 1. | The chief executive officer of Contractor is: | |
| | Steven G. Leventhal | (Name) |
| | 15 Remsen Avenue, Roslyn, NY 11576 | (Address) |
| | (516) 484-5440, ext. 101 | (Telephone Number) |
| 2. | | the Nassau County
nents of the Law
es not comply with the
e Law, and such
ne time of execution of |
| 3. | In the past five years, Contractor has _X has not been four government agency to have violated federal, state, or local laws regule or benefits, labor relations, or occupational safety and health. If a vio assessed against the Contractor, describe below: | |
| | | |

| 4. | 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. |
| it is true as | by certify that I have read the foregoing statement and, to the best of my knowledge and belief, are, correct and complete. Any statement or representation made herein shall be accurate and sof the date stated below. 2/7/13 Signature of Chief Executive Officer Steven G. Leventhal Name of Chief Executive Officer |
| Sworn | to before me this |
| 7 th da | y of February, 2013. |
| Notary
Qua | Public Christine H. Price Public, State of New York No. 01PR6173903 No. 10PR6173903 On Expires September 4, 2015 |



Nassau County Interim Finance Authority

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

| 1. Vendor: | Leventhal, Sursio | , Mulianey & Bl | inkoff, LLF | CLAT160 | 000012) | |
|--|--|--------------------|---|------------------------|---------------------|-----------------|
| 2. Dollar amount requi | ring NIFA approva | I: \$ <u>.01</u> | *************************************** | | | |
| Amount to be encum | bered: \$ <u>.01</u> | | | | | |
| This is a | New Contract | Advisement _ | ✓ Amen | dment | | |
| If new contract - \$ amount
If advisement - NIFA only
If amendment - \$ amount s | needs to review if it i | s increasing fund | s above the | amount pre | viously approve | d by NIFA |
| 3. Contract Term: |)7/01/2012-Comple | etion | | | | |
| Has work or services on | this contract comme | enced? | _ Yes | | No | |
| If yes, please explain: | Counsel is conti | nuing services | as amend | ment is in a | pproval proce | ss. |
| 4. Funding Source: | | | | | | |
| ✓ General Fund (GE | N) | Grant I | Fund (GRT) |) | | |
| Capital Improvem Other | ent Fund (CAP) | | | Federal % _
State % | | |
| Otner | | | | County % | 100 | |
| | | | | - | | |
| Is the cash available for the | a full amount of the co | ontract? | | Ves | No | |
| If not, will it require a | | onti acti | | Yes
Yes | No No | |
| II not, will it require a | intare portowing. | | | | | |
| Has the County Legislature | e approved the borro | wing? | | Yes _ | No | N/A |
| Has NIFA approved the bo | rrowing for this cont | ract? | | Yes _ | No | N/A |
| 5. Provide a brief descr | ription (4 to 5 sent | ences) of the it | em for wl | nich this ap | proval is requ | uested: |
| This is an amendment to an
the London Interbank Offere
provided in the original cont | ed Rate (LIBOR). This am | endment amends the | payment tern | ns so that upon | exhaustion of the m | naximum amount |
| 6. Has the item reques | sted herein followe | ed all proper p | rocedures | and there | by approved b | y the: |
| Nassau County Attorne
Nassau County Commi | ey as to form
ttee and/or Legislatu | re Yes | 1 | 10 <u> </u> | N/A
N/A | |
| Date of approval(s) | and citation to the | e resolution wh | ere appr | oval for thi | s item was pr | ovideď: |
| , | | | | | | |
| | | | | | | |
| 7. Identify all contracts | s (with dollar amo | unts) with this | or an aff | iliated part | ty within the p | ríor 12 months: |
| | | | | | | |
| | | | | | | |

AUTHORIZATION

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

| lorann | Alla | 3/16/16 |
|--|---------------------------------------|---|
| Signature | Title | Date |
| Print Name | | |
| | COMPTROLLER'S | SOFFICE |
| To the best of my know
conformance with the Multi-Year Financial Pl | Jassau County Approved Budget a | ormation listed is true and accurate and is in
nd not in conflict with the Nassau County |
| Regarding funding, ple | ase check the correct response: | |
| I certify that the | funds are available to be encumbe | ered pending NIFA approval of this contract. |
| | onding for this contract has been app | roved by NIFA.
ut the project requires NIFA bonding authorization |
| Signature | Title | Date |
| Print Name | | |
| | NIFA | |
| Amount being approve | d by NIFA: | |
| Signature | Title | Date |
| Print Name | | |

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

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

NIFA reserves the right to request additional information as needed.



Contract Details

SERVICE Investigation Services

| NIFS | | | | |
|------|--|--|--|--|
| | | | | |
| | | | | |
| | | | | |

NIFS Entry Date: 03/16/16__Term: from 01/01/16 to 12/31/16

| New Renewal | 1) Mandated Frogram: | Yes 🖂 | No 🔲 |
|-------------------------|--|-------|------|
| Amendment 🖂 | 2) Comptroller Approval Form Attached: | Yes 🖂 | No 🗌 |
| Time Extension | 3) CSEA Agmt. § 32 Compliance Attached: | Yes 🖂 | No 🗌 |
| Addl. Funds | 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes 🗌 | No 🖂 |
| Blanket Resolution RES# | 5) Insurance Required | Yes 🔀 | No 🗌 |

Agency Information

| Vend | O I |
|-------------------------------------|---|
| Name Summit Security Services, Inc. | Vendor ID#132896421 |
| Address 390 Rexcorp Plaza | Contact PersonRobert Krolikiewicz
E-mail |
| Uniondale, New York 11556 | rkrolikiewicz@summitsecurity.co
m |
| | Phone 516 240-2439
Fax:516 542-1285 |

| County Department |
|--|
| Department Contact Michael A. Kanowitz |
| Address 60 Charles Lindbergh Blvd. |
| Phone 516 227-7452 |
| |

Routing Slip

| DATE
Rec'd. | DEPARTMENT | Internal Verification | DATE
Appv'd&
Fw'd. | SIGNATURE | Leg, Approval Required |
|----------------|---------------------|--|--------------------------|---------------|--|
| | Department | NIFS Entry (Dept)
NIFS Appvl (Dept, Head) | 3/19/16 | Tukof | |
| | ОМВ | NIFS Approval | □3\23 | Outlint Sayon | Yesk No Not required if blanket resolution |
| 3/28/5 | County Attorney | CA RE & Insurance
Verification | 12 3/31/K | MONK | |
| 3/31/14 | County Attorney | CA Approval as to form | 4/13/16 | All P. Al | |
| | Legislative Affairs | Fw'd Original Contract to
CA | | | |
| | Rules 🔲/ Leg. 🔲 | | | | Yes ANo |
| | County Attorney | NIFS Approval | | | |
| | Comptroller | NIFS Approval | | | |
| | County Executive | Notarization Filed with Clerk of the Leg. | 3/2/16 | Pedag Hh 7 | |

127327

PR5254 (8/04)

of Cillians

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Contract Summary

| | | | V NE | | | |
|-----------------------------------|-----------------------------|---|---|-------------------------------------|--|--|
| _ | 40 m | stigation Services | | · | | |
| Purpose: The v
Medical Assista | endor will c
ince, Child | onduct investigations of fraud & ab
Care, as well as fraud among service | use within programs
providers and the lo | such as Tempora
eation of deling | ary Assistance for Needy Familie
Jent parents to enforce child supp | s, Safety Net, Food Stamps,
oort obligations. |
| | g." | | | | | _ |
| | | | | | | |
| Method of Proc | urement: R | JFP | | | | |
| | t:
5 | Market Company | | | | |
| | 47 | | | | | |
| | | had been contracting with Iversen &
mentation was provided and it was | | | | rity Services effective May |
| | | | | | | |
| County to ident | ify paymen | visions: The services to be provided
ts to which recipients or service pro | viders are not entitle | d, or potential fr | aud in the provision or receipt of. | |
| services, or pay | ments admi | inistered by the Nassau County Dep | artment of Social Ser | vices (the Depar | tment). | |
| | | | | | | |
| | | | | | | |
| Impact on Fund | ling / Price | Analysis: FEDERAL 50% State 25 | % County 25% | | | |
| | | | , | | | |
| | | | | | | |
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| | | | | | | |
| Change in Cont | tract from F | Prior Procurement; No Change | | | | |
| | | Ü | | | | |
| | | | | | | |
| Recommendation | on: (approv | e as submitted) | | | | |
| Advisen | nent l | Information | | | | |
| BUDGET C | ODES | FUNDING SOURCE | AMOUNT | LINE | INDEX/OBJECT COI | DE AMOUNT |
| Fund: | GEN | Revenue Contract | XXXXXXX | 1 | | \$ |
| Control: | 20 | County | \$193,857.00 | 2. | | \$ |
| Resp: | 2100 | Federal | \$387,714.00 | 3 | | \$ |
| Object: | DE500 | State | \$193,857.00 | 4 | | \$ |
| Transaction: | CQ | Capital | \$ | 5 | SSGEN2100/DE500 | \$775,428.00 |

| RENEW | AL |
|------------|-----------|
| % Increase | • |
| % Decrease | |

| FUNDING SOURCE | AMOUNT |
|------------------|--------------|
| Revenue Contract | XXXXXXX |
| County | \$193,857.00 |
| Federal | \$387,714.00 |
| State | \$193,857.00 |
| Capital | \$ |
| Other | \$ |
| TOTAL | \$775,428.00 |

Document Prepared By:

| 5 | SSGEN2100/DE500 | \$775,428.00 |
|---|-----------------|--------------|
| 6 | | \$ |
| | TOTAL | \$775,428.00 |

| ** ***(** | NIPS Certification | Comptroller Certification | County Executive Approval |
|-----------|--|---|---------------------------|
| | I certify that this document was accepted into NIFS. | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name Hall |
| Name | | Name | Date S/2/16 |
| Date | \$ | Date | (For Office Use Only) |

enter de la companya . J

• • •

CLSS16000028



Nassau County Interim Finance Authority

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

| Vendor: | - | | | | urity | | | | | | | | | | | | | | |
|--|----------|-------------|---------|--------------|-----------|--------|--------------|----------|--------|----------|---------------|-------------|--------|-------------|----------|----------|--------------|-------|---------|
| Dollar amount | requii | ring | NIF | A ap | prova | 11: \$ | - | 775, | 128 | .00 | | | | • | | | | | |
| Amount to be e | ncum | bere | ed: | \$ <u>77</u> | 75,42 | 8.00 |) | | | | | | | | | | | | |
| This is a | | Nev | v Con | tract | | _ Ad | lvise | ment | _ | <u>/</u> | me | ndme | ent | | | | | | |
| new contract - \$ ar
advisement – NIFA
amendment - \$ an | A only | need | ls to r | eviev | v if it i | is inc | creasi | ing fu | | | e th | e am | ount | previ | ious | ly app | oroved | by N | IIFA |
| . Contract Term: | <u>C</u> | 1/0 | 1/16 | to 12 | 2/31/1 | 6 | | | | | | | | | | | | | |
| Has work or serv | ices on | this | contr | ract c | omme | ence | d? | _ | _ | Yes | | | | N | Ιο | | | | |
| If yes, please expl | ain: | 0 | ngoi | ng co | ontrac | ot se | rvice | es. | | | | | | | | | | | |
| . Funding Source | : | | | | | | | | | | | | | | | | - | | · |
| General Fun
Capital Impe | d (GEI | N)
ent F | und (| (CAP) |) | | | Gran | it Fi | and (| ЗRТ | Fed
Stat | e % | 6 <u>50</u> | 5 | -
- | | | |
| the cash available
If not, will it req | | | | | | ontra | act? | | | | <u>′</u>
— | Yes | | | | No
No | | | |
| as the County Legis | slature | app | roved | thel | orro | wing' | ? | | | | | Yes | | | | No | \checkmark | _ N | /A |
| las NIFA approved | the bo | row | ing fo | or this | cont | ract? | , | | | | | Yes | | _ | | No | \checkmark | _ N | /A |
| . Provide a brief | descri | ptic | on (4 | to 5 | sent | ence | es) o | f the | ite | m fo | rw. | hich | this | app | rov | al is | reque | stec | l: |
| The services to be pidentify payments to for, benefits, services | which r | ecipi | ents or | servio | e prov | iders | are n | ot entil | led (| or pote | ntial | fraud | in the | provis | sion o | or rece | ipt of, o | | |
| . Has the item re | quest | ed I | nerei | n fol | llowe | d al | l pro | oper | pro | ocedi | ires | anc | l the | reby | ap | prov | ed by | the: | : |
| Nassau County A
Nassau County C | | | | | islatu | re | | _ Yea | S
S | | _ 1 | 10
10 | | _ N | /A
/A | | | | |
| Date of approv | al(s) a | ınd | citat | ion t | o the | res | olut | ion v | vhe | re aj | pr | oval | for t | his i | ten | ı was | prov | ided | ł: |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | - | ٠. | | | | | | | | | | | |
| Identify all con | racts | (wi | th da | llar | amo | ınte | | th th | is c | r an | affi | liate | ed ne | יטליו | wit | nin fl | ie pri | or 1 | 2 mor |
| CLSS15000 | | | | | | | <i>y</i> *** | 411 | | 4411 | +4.1.2 | | ~~ be | 3 | ***** | -c-1 t | .c pii | J. 1. | _ 11101 |
| 020010000 | JJU (| | J, 12 | | ~ | | | | | | | | | | | | | | |

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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.

| Loseann 1 | Da l la | (3/24/16 |
|---------------------------|---|--|
| Signature | Title | Date |
| Print Name | | |
| | COMPTROLLER | 'S OFFICE |
| | sau County Approved Budget | formation listed is true and accurate and is in and not in conflict with the Nassau County |
| Regarding funding, please | check the correct response: | |
| I certify that the fu | ıds are available to be encuml | pered pending NIFA approval of this contract. |
| | ling for this contract has been ap
nd funds have been encumbered l | oproved by NIFA. but the project requires NIFA bonding authorization |
| Signature | Title | Date |
| Print Name | | |
| | NIFA | |
| Amount being approved b | y NIFA: | |
| Signature | Title | Date |
| Print Name | | |

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

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

NIFA reserves the right to request additional information as needed.

· . • .

FAML6455 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM

CURRENT YR BUDGET & OBLIGATION SUMMARY

ACTIVE
BALANCE (Y,M,Q,A): Y
FISCAL MO/YEAR: 03 2016 MAR 2016

INDEX

03/23/2016

9:19 AM

ORGANIZATION CHARAC / OBJECT

SOCIAL SERVICES

FDTP FUND SFND PROJECT PROJ DTL : GF GEN GEN

GENERAL FUND

GRANT GRANT DTL

UCODE/ORD#/DRC

| | | | | | |
|-----------|-----------------------------------|------------|------------|------------|-------------|
| | DESCRIPTION | ORIG BUDGT | CUR BUDGET | CUR OBLIG | CUR BALANCE |
| BB . | EQUIPMENT | 24,000 | 24,000 | | 24,000 |
| DD | GENERAL EX | 772,829 | 772,829 | 283,608 | 489,221 |
| DE | CONTRACTUA | 7,631,404 | 7,631,404 | -1,378,600 | 9,010,004 |
| ${ m HF}$ | INTER-DEPA | 16,683,623 | 16,683,623 | | 16,683,623 |
| SS | RECIPIENT | 62,000,000 | 62,000,000 | 11,431,114 | 50,568,886 |
| TT | PURCHASED | 65,851,121 | 65,851,121 | 27,369,092 | 38,482,029 |
| WW | EMERGENCY | 50,980,000 | 50,980,000 | 23,973,058 | 27,006,942 |
| F1-HELP | F2-SELECT | , , | F4-PRIÓR | F5-NÉXT | · , , |
| F7-PRIOR | PG F8-NEXT PG | F9-LINK | | | |
| 0010 N | THE THE PARTY AND THE PROPERTY AS | * 773.73 | | | |

GO12 - NEXT PAGE DISPLAYED

George Maragos Comptroller



OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

| CONTRACTOR NAME: Summit Security Services, Inc. |
|---|
| CONTRACTOR ADDRESS: 390 RXR Plaza, Uniondale, NY 11556 |
| FEDERAL TAX ID #: _132896421 |
| <u>Instructions:</u> Please check the appropriate box ("\subseteq") 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 |
| evaluation committee consisted of: (list # of persons on |
| committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking the highest-ranking proposer was selected. |

|
 | |
|------------------------|--|
| The correnewal (copies | This is a renewal, extension or amendment of an existing contract. htract was originally executed by Nassau County on FERCUALLY 1, 2013 [date]. This is a lor extension pursuant to the contract, or an amendment within the scope of the contract or RFP of the relevant pages are attached). The original contract was entered into AU RFC WAS ISSUED. |
| | [describe |
| of the received | ement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation contractor's performance for any contract to be renewed or extended. If the contractor has not d a satisfactory evaluation, the department must explain why the contractor should nevertheless be ed to continue to contract with the county. |
| propo | Pursuant to Executive Order No. 1 of 1993, as amended, at least three sals were solicited and received. The attached memorandum from the tment head describes the proposals received, along with the cost of each sal. |
| | A. The contract has been awarded to the proposer offering the lowest cost proposal; OR: |
| | B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers. |
| memo | Pursuant to Executive Order No. 1 of 1993 as amended, the attached brandum from the department head explains why the department did not at least three proposals. |
| | A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner. |
| | B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached). |
| | C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract |

Charles the Common Common State of the Common

| □ D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the services required through an inter-municipal agreement. |
|---|
| VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county. |
| In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable. |
| VII. This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms. |
| Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable. VIII. A 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. Wendor 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. |
| Some |
| Department Head Signature |
| $\frac{3-77-16}{\text{Date}}$ |

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Exhibit A

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APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

| 1. | Principal Name Nicholas M. Auletta |
|----------|---|
| | SSN |
| | Date of birth |
| | Home address |
| | City/state/zip |
| | Business address 390 RXR Plaza |
| | City/state/zipUniondale, NY 11758 |
| | Telephone516 240-2403 |
| | Other present address(es) |
| | City/state/zip |
| | Telephone |
| | List of other addresses and telephone numbers attached |
| 2.
Co | Positions held in submitting business and starting date of each (check all applicable) - President05 /_01 /_02 _ Treasurer / / |
| | Chairman of Board / / Shareholder / / |
| | Chief Exec. Officer / / Secretary 07/31 / 06 |
| | Chief Financial Officer/ Partner/ |
| | Vice President 01 / 01 / 90 / / |
| | (Other) |
| 3. | Do you have an equity interest in the business submitting the questionnaire? NO X YES If Yes, provide details. |
| 4. | Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire NO X YES If Yes, provide details. |



APPENDIX D

| 5. | orga
deta | nin the past 3 years, have you been a principal owner or officer of any business or not-for-profit nization other than the one submitting the questionnaire? NO X YES; If Yes, provide alls. |
|------------|--|--|
| 7. | Has ar | by governmental entity awarded any contracts to a business or organization listed in Section 5 in st 3 years while you were a principal owner or officer? NO X YES If Yes, provide |
| lav
Pre | v, or as
ovide a | n affirmative answer is required below whether the sanction arose automatically, by operation of a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy the e page and attach it to the questionnaire. |
| 8. | In the
Section | past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in 5 in which you have been a principal owner or officer: |
| | a. | Been debarred by any government agency from entering into contracts with that agency? NO X YES If Yes, provide details for each such instance. |
| | ь. | Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? NO X YES If Yes, provide details for each such instance. |
| | c. | Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES If Yes, provide details for each such instance. |
| | d. | Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES If Yes, provide details for each such instance. |
| 8. | for any
procee
pendin
(Provident) | ny of the businesses or organizations listed in response to Question 5 filed a bankruptcy and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy dings initiated more than 7 years ago and/or is any such business now the subject of any g bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. le a detailed response to all questions checked "YES". If you need more space, photocopy the riate page and attach it to the questionnaire.) |
| | a) | Is there any felony charge pending against you? NO X YES If Yes, provide details for each such charge. |
| | | Is there any misdemeanor charge pending against you? NO X YES If Yes, provide details for each such charge. |
| | Ş | |

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APPENDIX D

| | Is there any administrative charge pending against you? NO X YES If Yes, provide details for each such charge. |
|---|--|
| \$ 100 miles | In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES If Yes, provide details for each such conviction. |
| e) | In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES If Yes, provide details for each such conviction. |
| | In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES If Yes, provide details for each such occurrence. |
| you bee
state or
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and/or a | tion to the information provided in response to the previous questions, in the past 5 years, have en the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, local prosecuting or investigative agency and/or the subject of an investigation where such gation was related to activities performed at, for, or on behalf of the submitting business entity an affiliated business listed in response to Question 5? NO X YES If Yes, provide for each such investigation. |
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limited | tion to the information provided, in the past 5 years has any business or organization listed in se to Question 5, been the subject of a criminal investigation and/or a civil anti-trust gation and/or any other type of investigation by any government agency, including but not to federal, state, and local regulatory agencies while you were a principal owner or officer? YES If Yes; provide details for each such investigation. |
| Questic | past 5 years, have you or this business, or any other affiliated business listed in response to on 5 had any sanction imposed as a result of judicial or administrative proceedings with respect professional license held? NO X YES If Yes; provide details for each such instance. |
| federal, | past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable state or local taxes or other assessed charges, including but not limited to water and sewer? NO X YES If Yes, provide details for each such year. |
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CERTIFICATION

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

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

Sworn to before me this 14 day of March 2016

Kilklik Notary Public KIMBERLEY A KLIMIUK
Notary Public, State of New York
Registration No. 01-KL6326597
Qualified in Nassau County
Commission Expires June 22, 20

Summer Security Services, Inc.

Name of submitting business

Nicholas M. Auletta

Signature

VICE PRESIDENT

Title

03/14/16

Date

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POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

| ii yos, to what campaigh committee: | |
|--|--|
| No, neither Summit nor our co | rporate officers have provided campaign contributions |
| pursuant to the New York Stat | e Election Law in the above mentioned periods. |
| | |
| | |
| 2. VERIFICATION: This section movement of the vertical version | nust be signed by a principal of the consultant, contractor or
the firm for the purpose of executing Contracts. |
| The undersigned affirms and so swea statements and they are, to his/her kn | ars that he/she has read and understood the foregoing cowledge, true and accurate. |
| | affirms that the contribution(s) to the campaign committees d without duress, threat or any promise of a governmental t or remuneration. |
| Dated: <u>April 12, 2016</u> | Vendor: Summit Security Services, Inc. |
| | Print Name: Nicholas M. Auletta, CPP |
| | Title: Vice President |

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APPENDIX C BUSINESS HISTORY FORM

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

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

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

| Date: 03/14/16 |
|--|
| 1) Proposer's Legal Name: Summit Security Services, Inc. |
| 2) Address of Place of Business: 390 RXR Plaza, Uniondale, NY 11556 |
| List all other business addresses used within last five years: |
| 3) Mailing Address (if different): |
| Phone: 516 240-2400 |
| Does the business own or rent its facilities?rent |
| 4) Federal I.D. Number or Social Security Number: 13-2896421 |
| 5) Dun and Bradstreet number: 10-765-2075 |
| 6) The proposer is a (check one): Sole Proprietorship Partnership X Corporation Other (Describe) |
| 7) Does this business share office space, staff, or equipment expenses with any other business? |
| Yes No _X If Yes, please provide details: |
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allegedly related to the conduct of that business:

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() | a) Any felony charge pending? No X Yes If Yes, provide details for each such charge. |
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| parties of the second s | b) Any misdemeanor charge pending? No X Yes If Yes, provide details for each such charge |
| -
7 | c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes If Yes, provide details for each such conviction |
| | d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes If Yes, provide details for each such conviction. |
| | e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes If Yes, provide details for each such occurrence. |
| had any
professio | sanction imposed as a result of judicial or administrative proceedings with respect to any nal license held? No X Yes ; If Yes, provide details for each such instance. |
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response | e federal, state or local taxes or other assessed charges, including but not limited to water and arges? No X Yes If Yes, provide details for each such year. Provide a detailed to all questions checked 'YES'. If you need more space, photocopy the appropriate page and to the questionnaire. |
| | |
| Provide a de
appropriate p | stailed response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire. |
| 17) Conflict (a) | of Interest: Please disclose: |
| | (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County. None |
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- (ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County. None
- (iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County. None
 - 6.) 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.

Summit has taken the following measures to ensure avoidance of any conflict of interest:

- 1. Written company policy published in the Employee Handbook
- 2. Knowledge FAR and other workplace rules, applied to Summit operations by the Vice President of Human Resources
- 3. Initial training for all investigators assigned to government agency contracts includes training in the employees' roles in avoiding conflicts of interest
- 4. Rigorous pre-screening of all employees, including thorough personal history and work background checks as well as pre-employment interviews, obtaining information that could potentially constitute, or be construed as, a conflict of interest for Summit or its clients
- 5. Judicious assignment of personnel on a client-by-client basis to ensure overt or potentially damaging conflicts of interest

We affirm that, to the best of our knowledge, and having performed due diligence, Summit principals, officers, managers, or assigned employees have no conflicts of interest with Nassau County or the Nassau County Department of Social Services.

CERTIFICATION

Date

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

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

| Sworn to before me this 15 day of March | 20 <u>16</u> |
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| | |
| Notary Public | |
| TARA N KRUMHOLZ Notary Public, State of New York Registration No. 01-KR6326595 Qualified in Suffolk County Commission Expires June 22, 20_ff | |
| Name of submitting business: Summit Security S | ervices, Inc. |
| By: Nicholas M. Auletta, CPP Print name Signature | - |
| organism of | |
| Vice President | |
| Title | |
| 03 / 15 / 2016 | |

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Attachments To Appendix C: Business History Form

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

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

Should the proposer be other than an individual, the Proposal should include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Nassau County Department of Social Services - Medicaid Company and Entitlement Fraud Investigation Services

Contact Person Scott Skrynecki, Director, Office of Investigations

Address 60 Charles Lindbergh Boulevard

City/State Uniondale, NY 11533

Telephone 516 227-7788

Fax # 516 227-8734

E-Mail Address Scott.skrynecki@hhsnassaucountyny.us

| Company Office of Medicaid Inspector General | |
|--|----------------------------|
| James G. Sheehan, Chief Integrity Officer / | |
| Contact Person Executive Deputy Commissioner | |
| New York City Human Resources Administration | |
| Address 250 Church Street, 6th Floor | |
| 96. V | |
| City/State New York, NY 10013 | |
| T-11 212 274 5600 | |
| Telephone 212 274-5600 | |
| Fax # 212 274-6110 | |
| × | • |
| E-Mail Address sheehanj@hra.nyc.gov | |
| Please note: James G. Sheehan is the former New York State Medicaid Inspector Ger | neral and will provide a |
| | |
| reference regarding Summit's performance in providing Medicaid provider fraud in | vestigations for NYS OMIG. |
| | vestigations for NYS OMIG. |
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| reference regarding Summit's performance in providing Medicaid provider fraud in Company County of Westchester, Department of Parks, Recreation | & Conservation |
| reference regarding Summit's performance in providing Medicaid provider fraud in | & Conservation |
| Company County of Westchester, Department of Parks, Recreation Contact Person Neil Squillante, Director of Administrative | & Conservation |
| reference regarding Summit's performance in providing Medicaid provider fraud in Company County of Westchester, Department of Parks, Recreation | & Conservation |
| Company County of Westchester, Department of Parks, Recreation Contact PersonNeil Squillante, Director of Administrative Address 450 Saw Mill River Road | & Conservation |
| Company County of Westchester, Department of Parks, Recreation Contact Person Neil Squillante, Director of Administrative | & Conservation |
| Company County of Westchester, Department of Parks, Recreation Contact Person Neil Squillante, Director of Administrative Address 450 Saw Mill River Road City/State Ardsley, NY 10502 | & Conservation |
| Company County of Westchester, Department of Parks, Recreation Contact PersonNeil Squillante, Director of Administrative Address 450 Saw Mill River Road | & Conservation |
| Company County of Westchester, Department of Parks, Recreation Contact PersonNeil Squillante, Director of Administrative Address 450 Saw Mill River Road City/State Ardsley, NY 10502 Telephone 914 864-7009 | & Conservation |
| Company County of Westchester, Department of Parks, Recreation Contact Person Neil Squillante, Director of Administrative Address 450 Saw Mill River Road City/State Ardsley, NY 10502 | & Conservation |
| Company County of Westchester, Department of Parks, Recreation Contact PersonNeil Squillante, Director of Administrative Address 450 Saw Mill River Road City/State Ardsley, NY 10502 Telephone 914 864-7009 | & Conservation |

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| Company New Jersey Transit Corporation Anthony M. Grieco, Senior Director Contact Person Customer Service & Transit Information Address One Penn Plaza City/State Newark, NJ 07105-2246 Telephone 973 491-8559 Fax # 201 243-7223 E-Mail Address agrieco@njtransit.com Company Contact Person Address City/State Telephone Fax # | Anthony M. Grieco, Senior Director tact Person Customer Service & Transit Information ress One Penn Plaza /State Newark, NJ 07105-2246 sphone 973 491-8559 # 201 243-7223 [ail Address agrieco@njtransit.com https://doi.org/10.000/10.0000 firess |
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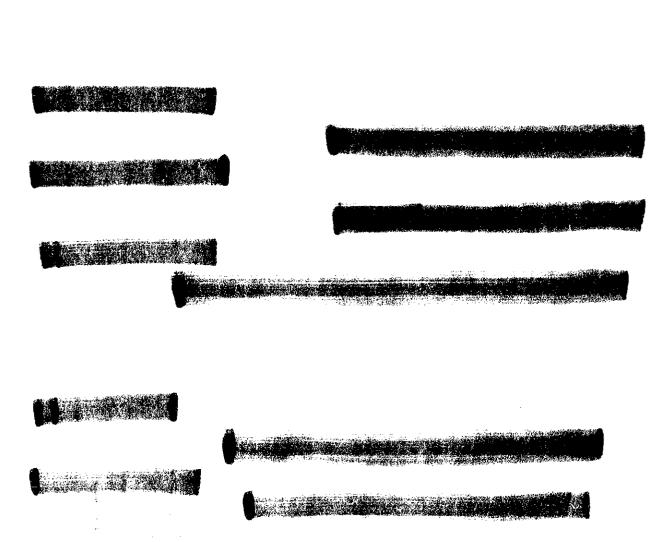
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COUNTY OF NASSAU

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

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| 1. | Name of the Entity: Summit Security Services, Inc. |
| | Address: 390 RXR Plaza |
| | City, State and Zip Code: Uniondale, NY, 11556 |
| 2. | Entity's Vendor Identification Number: |
| 3. | Type of Business:Public CorpPartnershipJoint Venture |
| | Ltd. Liability CoClosely Held CorpCorportionOther (specify) |
| parties | List names and addresses of all principals; that is, all individuals serving on the Board ectors or comparable body, all partners and limited partners, all corporate officers, all sof Joint Ventures, and all members and officers of limited liability companies (attach onal sheets if necessary): |
| N | ichoias M. Auletta, Co-President, |
| | |
| Z | OSE-+ C. Auletta, Co-President |
| | ankanakan dan kana kana kana kana kana k |
| 1 | licholas M. Aulettz, Vice President, |
| anning and a second sec | |
| | List names and addresses of all shareholders, members, or partners of the firm. If the holder is not an individual, list the individual shareholders/partners/members. If a bly held Corporation include a copy of the 10K in lieu of completing this section. |
| | Nicholas Huletta, Co-President, |
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| rood, programme | Robert C. Hulette, Cu-President |
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hall be up | ist all affiliated and related companies and their relationship to the firm entered on ve (if none, enter "None"). Attach a separate disclosure form for each affiliated or company that may take part in the performance of this contract. Such disclosure dated to include affiliated or subsidiary companies not previously disclosed that in the performance of the contract. |
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| mployed County, it neluding Commissi r improvingage in fficer, divork, whe | or designated by any client to influence - or promote a matter before - Nassau agencies, boards, commissions, department heads, legislators or committees, but not limited to the Open Space and Parks Advisory Committee and Planning on. Such matters include, but are not limited to, requests for proposals, development ement of real property subject to County regulation, procurements, or to otherwise lobbying as the term is defined herein. The term "lobbyist" does not include any rector, trustee, employee, counsel or agent of the County of Nassau, or State of New on discharging his or her official duties. |
| | ame, title, business address and telephone number of lobbyist(s): |
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| | ON: This section must be signed by a principal of the consultant, authorized as a signatory of the firm for the purpose of executing |
| | irms and so swears that he/she has read and understood the nd they are, to his/her knowledge, true and accurate. |
| 02/11/1 | 1 manufacture of the second of |
| ated: 03/14/ | / Signed: |
| ated: 03/14/ | Print Name: Nicholas M. Avietta |

Page 4 of 4

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

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

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

| Nicholas M. Auletta Vice Presiden | } |
|---|----------|
| Name and Title of Authorized Representative | m/d/yy |
| all | 03/14/16 |
| Signature | Date * |
| Summit Security Services Inc. | |
| Name of Organization | |
| 390 RXR Plaza Uniondate, NY | 11556 |
| Address of Organization | |
| | |
| | |

BIGGER OJP FORM 4061/1 (REV. 2/89) Previous aditions are obsolete

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Instructions for Certification

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

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A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES AND SUMMIT SECURITY SERVICES, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Summit Security Services, Inc. for Investigative Services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the said amendment
to an agreement with Summit Security Services, Inc.

AMENDMENT NO. III

This AMENDMENT, dated as of January 1, 2016, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Summit Security Services, Inc., a for-profit corporation, having its principal office at 390 Rexcorp Plaza, Uniondale, New York 11556 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS12000141 between the County and the Contractor, executed on behalf of the County on February 1, 2013 as amended by the amendment executed on behalf of the County on May 8, 2014, as amended by the amendment executed on behalf the County on March 23, 2015 (as so amended the "Original Agreement"), the Contractor provides Investigation services for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of this Agreement is from January 1, 2012 through December 31, 2015 with an option to renew under the same terms and conditions for two (2) additional one (1) year periods. (the "Original Term);

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Three Million Three Thousand Six Hundred Six Dollars and 00/100 (\$3,003,606.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

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

- 1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2016.
- 2. <u>Maximum Amount</u>. The Maximum Amount in the Original Agreement shall be increased by Seven Hundred Seventy Five Thousand Four Hundred Twenty Eight Dollars and 00/100 (\$775,428.00), payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Three Million Seven Hundred Seventy Nine Thousand Thirty Four Dollars and 00/100 (\$3,779,034.00) (the "<u>Amended Maximum Amount</u>").

- 3. <u>Daily Rates.</u> Section 6. <u>Payment.</u> Subparagraph (a)(ii)(C) of the Original Agreement, shall be amended and shall now read:
- (C) Daily Rates for January 1, 2016 through December 31, 2016 shall be as follows:

| (I) | Level 1 Investigators | \$267.65 |
|------------------------|-----------------------|----------|
| $^{\prime\prime}$ (II) | Level 2 Investigators | \$338.35 |
| (III) | Level 3 Investigators | \$429.25 |

The daily rates are inclusive of all Contractor expenses, including but not limited to research charges, travel expenses, payments to doctors for office visits and equipment. Contractor agrees that Contractor and Contractor Agents will maintain accurate records of time expended in a form acceptable to the County. Experience and staffing levels for investigators are further defined in Section 3 above.

4. <u>Full Force and Effect</u>. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

(THE BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK)

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

SUMMIT SECURITY SERVICES, INC

| By: |
|--------------------------------|
| Name: Nicholas M. Auletta, CPP |
| Title: Vice President |
| Date: March 14, 2016 |
| |
| NASSAU COUNTY |
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| |
| Ву: |
| Name: |
| Title: Deputy County Executive |
| Date: |

PLEASE EXECUTE IN <u>BLUE</u> INK

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Executive of | the County of Na | ounty of
issail, the mui | ; u | hat he or she is a Deputy on described herein and |
| | | | | | or her name thereto pursuant |
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NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES 60 CHARLES EINDBERGH BLVD., SUITE 160 UNIONDALE, NEW YORK 11553-3686

Phone: 516-227-7474 Fax: 516-227-8432 Web: http://www.nassaucountyny.gov/

Contractor Evaluation Form

| Contract Number: | | | | | |
|---|--|---|---------------------------------|--|--|
| Contract Number: | ***************************** | ************** | ************* | *********** | |
| Contract Name: SUMMIT SECURIT | TY SERVICES, INC | · | | •••••• | |
| Service Provided: | | *************************************** | ******************************* | | |
| Evaluation Period: From: January | <i>· <u>1, 2015</u></i> T | o: <u>Octobe</u> | er 31, 201 | <u>15</u> | |
| Evaluator's Name, Title, Phone #: JO | HN FAUST | ••••• | | | |
| | 155 | | | | |
| Please evaluate the contractor's perfethrough (e), provide your overall asserted Definitions of the rating scale and rational comments may be provided on a september RETURN THE COMPLETED FORM | essment of contracting factors are provential sheet. | tor performa
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| c. Cost Effectiveness | | , . | | | |
| d. Responsiveness to DSS Requests | | | | | |
| e. Number of Complaints | | | | | |
| f. Problem Resolution | | | | | |
| Overall Performance Evaluation | | | | W-F | |
| Do you recommend the contractor fo If rated 3 or lower & Yes checked, pleas | - | Yes No | | :
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NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES 60 CHARLES LINDBERGH BLVD., SUITE 160 UNIONDALE, NEW YORK 11553-3686

Phone: 516-227-7474 Fax: 516-227-8432 Web: http://www.nassaucountyny.gov/

Contractor Evaluation Form

| Contract Number: | | | | | |
|--|--|----------------------------|---|----------------------------|----------------------------|
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| Contract Name: SUMMIT SECURIT | TY SERVICES, INC | :
<i>}</i> | • | | |
| Service Provided: | | •••••• | | | |
| Evaluation Period: From: <u>January</u> | <u>· 1, 2015</u> To | : <u>Octobe</u> | er 31, 201 | <u>'5</u> | |
| Evaluator's Name, Title, Phone #: JO | HN FAUST | | | | |
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COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz

Planning & Research

Department of Social Services

Date: March 16, 2016

Subject: Summit Security Services, Inc. (Investigation Services)

Renewal 2016

Pursuant to Section 32 (a) of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, dated November 12, 2015, notifying him of the above fact. Further attached is a copy of a letter from Richard Dopkin, Vice President of CSEA Nassau Local 830 dated November 17, 2014. Additionally, please find attached copies of letters from Deputy Commissioner Paul F. Broderick to Glen Tuifel dated December 21, 2015, a response letter from Richard Dopkin, Vice President of Nassau Local 830 CSEA, dated December 21, 2015 and a further response letter to Mr. Dopkin dated December 28, 2015. The letters were forwarded to the Nassau County Office of Labor Relations for the appropriate response.

DSS and CSEA met to discuss the matter on December 17, 2015 and March 10, 2016. Communications are to continue between CSEA and DSS.

It is requested that the County proceed with the contract processing.

Att. 10099 127332



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NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES 60 CHARLES LINDBERGH BLVD., SUITE 160 UNIONDALE, NEW YORK 11553-3686

Phone: 516-227-7474 Fax: 516-227-8432 Web: http://www.nassaucountyny.gov/

November 12, 2015

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel Assistant to the President Nassau Local 830 CSEA 400 County Seat Drive Mineola, New York 11501

Re. - Contract: Summit Security Services, Inc.

Investigation Services Renewal 2016

Dear Mr. Tuifel:

Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the Department of Social Services is considering entering into or renewing contractual services with the above vendor. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact me with that request in writing.

Sincerely,

Michael A. Kanowitz Planning & Research

cc: Keith Cromwell-Office of Labor Relations Jerry Laricchuita, President Local 830 CSEA Richard Dopkin, Vice President Local 830 CSEA ENCLOSURE 13792 125473

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Contract to the second

The Civil Service Employees Association, Inc.

Local 1000, American Federation of State, County and Municipal Employees, Afl-CIO



NASSAU LOCAL 830

11/17/15

Jerry Laricchiuta PRESIDENT

Ron Gurrieri Exec. Viçe President

Scott Mulholland Vice Pres.

Kenneth Nicholson Vice Pres.

Lynne Kramer Vice Pres.

Robert Arciello Vice Pres.

Ernest Jackson Vice Pres.

Robert Campo Vice Pres.

Gary Volpe Vice Pres.

Ana O'Gorman Vice Pres.

Barbara Lang Vice Pres.

Richard Dopkin Vice Pres.

Glen Tuifel Vice Pres.

Nancy lanson Secretary

Debra O'Connell Treasurer

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Paul Broderick, Deputy Commissioner Nassau County Dept. of Social Services 60 Charles Lindbergh Blvd. Uniondale, N.Y. 11553-3686

Re: Summit Security Services, Inc. 2016

Dear Paul Broderick:

Please allow this letter to serve as a response to the Nassau County correspondence received on November 13, 2015 regarding the above mentioned assignment of CSEA Unit work to persons not in the CSEA Unit.

Your notification of intent to subcontract fails to offer sufficient detail of the "County's needs" pursuant to Section 32-3 of the CSEA/County C.B.A.

Not withstanding the lack of sufficient detail provided by the County regarding said proposed subcontract and pursuant to Section 32-3(b) of the C.B.A., CSEA proposes as an "alternative to satisfy the County's needs", that current or anticipated County employees (who are or would be CSEA bargaining unit members), perform the duties requested in the proposed subcontract. Pursuant to Section 32-3, the County is required to provide notice to CSEA of its needs and in order to propose alternatives we need the following information: Proposed vendor; cost analysis for CSEA members to perform said duties for contracted service, anticipated start date and specific good faith efforts made to avoid the unnecessary assignment of CSEA unit work to said subcontractor.

Further, due to the fact that Class Specifications of the Nassau County Civil Service allow for civil servants and therefore *CSEA Bargaining Unit Employees* to perform said proposed tasks, it is only logical and in "Good Faith" that County employees be allowed to "satisfy the County's needs", thereby avoiding "the unnecessary assignment of CSEA unit work to persons not in the CSEA Unit", (section 32-1 of the C.B.A.).

Finally, pursuant to Section 32-3, <u>I am ready</u>, willing and able to meet with you at your earliest convenience to meet and confer with respect to CSEA's proposals.

Please immediately advise as to your availability.

Thank you for your anticipated cooperation. If you have any questions, please feel free to contact me.

Richard Dopkin Vice President CSEA Local 830

Cc: Jerry Laricchiuta, President, CSEA Local 830 Jason Perkowski, Unit President Keith Cromwell, Office of Labor Relations EDWARD P. MANGANO COUNTY EXECUTIVE



NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES 60 CHARLES LINDBERGH BLVD., SUITE 160 UNIONDALE, NEW YORK 11553-3686

December 21, 2015

VIA E-MAIL TRANSMISSION

Glen Tuifel Assistant to the President Nassau Local 830 CSEA 400 County Seat Drive Mineola, New York 11501

Re: Summit Security Services, Inc. Investigation Services Fiscal Years 2015 and 2016

Dear Mr. Tuifel:

On September 1, 2015, October 2, 2015 and December 17, 2015 meetings were held between the Department of Social Services (the "Department") and CSEA to discuss the Department's contract with Summit Security Services, Inc. for Fiscal Year 2015 and Fiscal Year 2016.

As of this date, CSEA has not proposed any alternatives to satisfy the Department's needs relative to this contract. Accordingly, in conformity with Section 32 of the Collective Bargaining between the parties, the Department is moving forward with this contract.

Very truly yours,

Paul F. Broderick Deputy Commissioner

(516) 227-7412

cc: Via E-Mail Transmission Richard Dopkin, Vice President Nassau Local 830 CSEA Jerry Laricchuita, President Nassau Local 830 CSEA Keith Cromwell, Office of Labor Relations

; ; ; •

The Civil Service Employees Association, Inc.

Local 1000, American Federation of State, County and Municipal Employees, Afl-CIO



NASSAU LOCAL 830

12/21/15

Jerry Laricchiuta **PRESIDENT**

Ron Gurrieri Exec. Vice President

60 Charles Lindbergh Blvd.

Scott Mulholland Vice Pres.

Kenneth Nicholson Vice Pres.

Lynne Kramer Vice Pres.

Robert Arciello Vice Pres.

Ernest Jackson

Vice Pres.

Robert Campo Vice Pres.

Gary Volpe

Vice Pres.

Ana O'Gorman

Vice Pres.

Barbara Lang Vice Pres.

Richard Dopkin Vice Pres.

Glen Tuifel Vice Pres.

Nancy lanson Secretary

Debra O'Connell Treasurer

Paul Broderick, Deputy Commissioner Nassau County Dept. of Social Services

Uniondale, N.Y. 11553-3686

Re: Summit Security Services, Inc. 2015-16

Dear Paul Broderick:

Please allow this letter to serve as a response to the Nassau County correspondence received on December 21, 2015 regarding the above mentioned assignment of CSEA Unit work to persons not in the

CSEA Unit.

We have provided alternatives that CSEA members can perform this work, and have. Special investigations were previously staffed exclusively with SWEX and Deputy Sheriff Staff.

Finally, pursuant to Section 32-3, I am ready, willing and able to meet with you at your earliest convenience to meet and confer with respect to CSEA's proposals.

Please immediately advise as to your availability.

Thank you for your anticipated cooperation. If you have any questions, please feel free to contact me.

Richard Dop

Vice President CSEA Local 830

Cc: Jerry Laricchiuta, President, CSEA Local 830 Jason Perkowski, Unit President

Keith Cromwell, Office of Labor Relations

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NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES 60 CHARLES LINDBERGH BLVD., SUITE 160 UNIONDALE, NEW YORK 11553-3686

Phone: 516-227-7452 Fax: 516-227-8363 Web: http://www.nassaucountyny.gov/

December 28, 2015

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Richard Dopkin Vice President Nassau Local 830 CSEA 400 County Seat Drive Mineola, New York 11501

Subject: Summit Security Services, Inc. Investigation Services Fiscal Years 2015 and 2016

Dear Mr. Dopkin:

DSS is in receipt of your correspondence dated December 21, 2015, concerning CSEA proposals for the above referred to contractual services. In your correspondence, you indicate your willingness to meet with DSS for further discussion.

DSS is available to discuss this topic at your convenience. If you wish to meet to discuss this matter further, please do not hesitate to contact Michael Kanowitz at (516) 227-7452 or Michael.Kanowitz@hhsnassaucountyny.us.

Sincerely yours,

Michael A. Kanowitz Attorney's Assistant II Planning and Research

cc:

Keith Cromwell, OLR

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Term: from 01/01/12 to 12/31/13

Contract Details

SERVICE Investigation Services

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|-------|--|---------------------------|
| NIFS | ID #: CQSS12000141 | MIEC Entry Date: 11/20/12 |
| - 11. | 12 11, 000012000141 | NIFS Entry Date: 11/30/12 |

New X Renewal 1) Mandated Program: Yes 🛛 No 🗔 Amendment 2) Comptroller Approval Form Attached: Yes 🖂 No 🗌 Time Extension 3) CSEA Agmt. § 32 Compliance Attached: Yes 🛛 No 🗌 Addl. Funds 4) Vendor Ownership & Mgmt. Disclosure Attached: Yes 🔀 No 🗌 Blanket Resolution 5) Insurance Required Yes 🛛 RES# No 🗌

Agency Information

| Vendo | |
|-------------------------------------|---|
| Name Summit Security Services, Inc. | Vendor ID# 132896421 |
| Address 390 Rexcorp Plaza | Contact Person Joseph Biondo
Email |
| Uniondale, NY 11556 | jbiondo@summitsecurity.com Phone 917-971-9595 Fax: 718-544-7626 |

| County Departmen | it : |
|----------------------------------|----------|
| Department Contact Virginia Webb | <u> </u> |
| Address 60 Charles Lindberg Blvd | |
| Phone 516 227-7452 | |

Routing Slip

| DATE &
Rec'd. | DEPARTMENT | Internal Verification | | DATE
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Fw'd: | s SIGNAT | URE | Leg. Approval Required |
|------------------|---------------------|--|---|--------------------------|-----------|---------|---|
| ···· | Department | NIFS Entry (Dept)
NIFS Appvl (Dept. Head) | | 12/5/12 | m | 1 | |
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| | County Attorney | CA RE & Insurance
Verification | | 12/02/20 | 1025 | Se | |
| | County Attorney | CA Approval as to form | | 17/02/3 | 11 | Sile | 7-10-10-1-15-7 |
| | Legislative Affairs | Fw'd Original Contract to
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| | Rules / Leg. | | | | 0/ | | Yes X Î No ⊡ |
| | County Attorney | NIFS Approval | | plach | のとろ. | Se | |
| | Comptroller | NIFS Approval | d | 1/2/13 | 0 | | |
| | County Executive | Notarization Filed with Clerk of the Leg. | | 14/4 | p | 1 | Students, Dagarde Turcoll, 1, 27 Think to off |
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Contract Summary

| Description: Contract Investigation Services |
|---|
| Purpose: The vendor will conduct investigations of fraud & abuse within programs such as Temporary Assistance for Needy Families, Safety Net, Food Stamps, Medical Assistance, Child Care, as well as fraud among service providers and the location of delinquent parents to enforce child support obligations. |
| Method of Procurement: RFP |
| |
| Procurement History: We had been contracting with Iversen & Biondo since 2005. Iversen & Biondo was taken over by Summit Security Services effective May 1, 2009. All requested documentation was provided and it was approved to continue the contract with Summit Security Services. |
| Description of General Provisions: The services to be provided by the Contractor under this Agreement shall consist of investigative services requested by the County to identify payments to which recipients or service providers are not entitled, or potential fraud in the provision or receipt of, or application for, benefits, services or payments administered by the Nassau County Department of Social Services (the Department). |
| Impact on Funding / Price Analysis: Federal 50 % State 25 % County 25 % |
| Change in Contract from Prior Procurement: No Change |
| Recommendation: (approve as submitted) |

Advisement Information

| BUDGET CODES | | | |
|--------------|-------|--|--|
| Fund: | GEN | | |
| Control: | 21 | | |
| Resp: | 2100 | | |
| Object: | DE500 | | |
| Transaction: | CQ | | |

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| · % Decrease | | |

| FUNDING SOURCE | - AMOUNT |
|------------------|---------------|
| Revenue Contract | XXXXXXX |
| County | \$ 171,250.00 |
| Federal | \$ 342,500.00 |
| State | \$ 171,250.00 |
| Capital | \$ |
| Other | \$ |
| TOTAL | \$685,000.00 |

| LINE | INDEX/OBJECT CODE | =AMOUNT |
|------|-------------------|---------------|
| 1 | SSGEN2100/DE500 | \$ 685,000.00 |
| 2 | | \$ |
| 3 | | \$ |
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| 6 | | \$ |
| | TOTAL | \$ 685,000.00 |

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| Document Prepared By: | | | |

| Salaran da karangan da kar
Salaran da karangan da kar | NIRS Certification | | | Comptroller Certification | (c. (字典)[E](c) | County Lye | utive Approval |
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| On with dealers of the | I certify that this document was accepted in | | | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name | | 7 |
| Name | |) , | | Name Kly | Date | | 1/13 |
| Date | | 10 | [] | 15/13 | E #: | (Fdr Offi | ice Use Only) |

George Maragos Comptroller



OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

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

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

| CONTRACTOR ADDRESS 390 Rexcorp Plaza, Uniondale, | NY 11556 |
|--|--|
| FEDERAL TAX ID 132896421 | |
| Instructions: Please check the appropriate box ("\overline{\overli | |
| I. The contract was awarded to the lowest, responsible to the lowest, responsible to the lowest. | |
| for sealed bids. The contract was awarded after a requesin [newspaper] | est for sealed bids was published on |
| in [newspaper] [date]. The sealed bids were publicly opened on were received and opened. | [date]. [#] of sealed bids |
| | |
| The contractor was selected pursuant to a Request The Contract was entered into after a written request for proposals was is: Potential proposers were made aware of the availability of the RFP by Management of the proposers requested due on 9/1/2012 [date]. 2 [#] proposals were received and evaluate of: Sunta Manirekar, Director, Heather Griffing Supervisor #, Jayson Yager, Accountant | st for Proposals. sued on <u>August 15, 20</u> [date]. ew 5day [newspaper advertisement, ed copies of the RFP. Proposals were d. The evaluation committee consisted was a full face of the proposals were [list members]. The proposals were |

| renewa | This is a renewal, extension or amendment of an existing contract. Itract was originally executed by Nassau County on[date]. This is a lor extension pursuant to the contract, or an amendment within the scope of the contract or opies of the relevant pages are attached). The original contract was entered into after |
|--------------------|--|
| evaluat
contrac | [describe] ement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent ion of the contractor's performance for any contract to be renewed or extended. If the ctor has not received a satisfactory evaluation, the department must explain why the ctor should nevertheless be permitted to continue to contract with the county. |
| propo | Pursuant to Executive Order No. 1 of 1993, as amended, at least three sals were solicited and received. The attached memorandum from the tment head describes the proposals received, along with the cost of each sal. |
| | A. The contract has been awarded to the proposer offering the lowest cost proposal; OR: |
| | B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the |
| memo | Pursuant to Executive Order No. 1 of 1993 as amended, the attache orandum from the department head explains why the department did not obtains three proposals. |
| memo
at lea | Pursuant to Executive Order No. 1 of 1993 as amended, the attache brandum from the department head explains why the department did not obtain |
| memo
at lea | Pursuant to Executive Order No. 1 of 1993 as amended, the attache brandum from the department head explains why the department did not obtainst 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 |
| memo at lea | Pursuant to Executive Order No. 1 of 1993 as amended, the attache brandum from the department head explains why the department did not obtainst 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 |

VI.

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

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

VII.

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

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

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

Compt. form Pers. /Prof. Services Contracts: Rev. 02/04



Request to Initiate RFP (continued)

RFP for Welfare Fraud Investigation Services (RFP # SS0807-1228)

III. Response Summary

| | Dunmanal | Vendor Response | | | Proposal |
|--------------------------------|-----------------------|---------------------------|----------------|--------------------------------------|--------------------------|
| Vendor Name | Proposal
Requested | Date Proposal
Received | No
Response | Quote* | Rating (scale
1 to 5) |
| LMGI Ltd. | \boxtimes | 9/7/12 | | \$255.00 /
\$304.00 /
\$394.00 | 2.50 |
| Summit Security Services, Inc. | | 9/7/12 | | \$275.00 /
\$350.00 /
\$445.00 | 4.43 |

^{*}Rates for Level 1, Level 2, and Level 3 investigators

Recommendation

| Contract/RFP #: SS0807-1228 | Vendor Names: Summit Security Services, Inc. |
|---|--|
| | recommended that Nassau County contract with |
| Summit Security Services, Inc. | |
| | |
| Justification: | |
| The following discriminating factor | ors lead to the final award recommendation: |
| Summit currently provides | investigative staff with the required knowledge, skills, |
| abilities and experience | |
| | 's past performance has been evaluated as excellent; |
| | sistently recommended for renewal. |
| • Summit's proposed cost is | • |

Chief DCE Approval:

Yes No No

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Virginia Webb

Legal Department

Department of Social Services

Date: December 5, 2012

Subject: Contract with Summit Security Services

Pursuant to Section 32 (a) of the Collective Bargaining Agreement (CBA), Nassau Local 830 CSEA was notified of this Department's intent to contract with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA notifying him of the above fact.

It is essential that the contract be executed as quickly as possible. The Department, therefore, is requesting that the County begin the preliminary steps, while CSEA is reviewing the contract description. Should CSEA object and propose alternatives to the contract within the next ten (10) days, the Department, as always, will offer CSEA the opportunity to meet and discuss the alternatives, prior to the execution of the contract.

VW/em att. 70102





NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES 60 CHARLES LINDBERGH BLVD., SUITE 160 UNIONDALE, NEW YORK 11553-3686

Phone: 516-227-7474 Fax: 516-227-8432 Web: http://www.nassaucountyny.gov/

November 29, 2012

Glen Tuifel Assistant to the President Nassau Local 830 CSEA 400 County Seat Drive Mineola, New York 11501

Re. - Contract: Summit Security Services, Inc.

Dear Mr. Tuifel:

Pursuant to section 32 (a) of the Collective Bargaining Agreement, this letter is to advise you that the Department of Social Services is considering entering (or renewing) the contractual services with the above vendor.

If you wish to meet to discuss alternatives to this matter, please do not hesitate to contact me at (516) 227-7452.

Sincerely,

Vurguea Webb
Legal Department

VW/em

Att.

cc: Daniel Schor

Office of Labor Relations

13792



November 10, 2011

Ms. Virginia Webb Planning & Research/Quality Management Nassau County Department of Social Services 60 Charles Lindbergh Boulevard, Suite 160 Uniondale, NY 11553-3686

RE: 2012 Contract/Amendment (Contract # CQSS09000015)

Dear Ms. Webb:

This letter is to verify that this is the only contract Summit Security Services, Inc. has with Nassau County.

Sincerely,

Nicholas M. Auletta

Vice President





November 8, 2011

Nassau County Department of Social Services 60 Charles Lindbergh Blvd., Suite 160 Uniondale, New York 11553

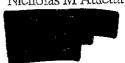
Re: 2012 Contract/Amendment (Contract Number CQSS09000015)

Names and Home Address of Officers

1. Robert L Auletta

Co-President

2. Nicholas M Auletta



Co-President and Secretary

E-208-12

RULES RESOLUTION NO 2122012

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES AND SUMMIT SECURITY SERVICES, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on / / / / / /
VOTING:
Eyes 2 abstained 2 recused 4
Legislators present:

WHEREAS, the County has negotiated a personal service agreement with the Summit Security Services, Inc. in relation to investigative services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES AND SUMMIT SECURITY SERVICES, INC.

WHEREAS, the County has negotiated a personal service agreement with the Summit Security Services, Inc. in relation to investigative services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

CONTRACT FOR SERVICES

WITNESSETH:

WHEREAS, New York State Social Services Law Section requires local social services districts to pursue anyone who obtains, attempts to obtain, or aids and abets any person to obtain public assistance or care to which they are not entitled, and refer the available facts and evidence to the appropriate district attorney or other prosecuting official; and

WHEREAS, the Contractor is a licensed investigator qualified to provide the welfare investigative services described in this Agreement; and

WHEREAS, the County desires to hire the Contractor to perform the welfare investigative services as more particularly described in this Agreement; and

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

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

- 1. <u>Term.</u> This Agreement shall commence on January 1, 2012, and terminate on December 31, 2013, provided, however, that the County shall have the option to extend this Agreement for four (4) additional one (1) year terms under the same terms and conditions contained herein.
- 2. <u>Services.</u> The services to be provided by the Contractor under this Agreement shall include welfare investigative services, as hereinafter defined and related services requested by the County to identify payments received by recipients or service providers to which they are not entitled, or potential fraud in the provision or receipt of, or application for benefits, services or payments administered by the Department (hereinafter sometimes referred to as "Services" and/or "welfare investigative services"). The Services to be provided by Contractor under this Agreement shall be as follows:
- (a) Welfare Investigative Services Defined: Welfare investigative services shall involve the collection, verification, recording and evaluation of factual information, utilizing a variety of

methods as more particularly described herein, to assist the County in identifying overpayments to recipients or service providers or potential fraud in the provision or receipt of, or application for benefits, services or payments administered by the Department.

- (i) The Nature of Investigation Activities Performed. For each investigation, the investigator will:
- 1. Perform necessary investigation activities within timeframes established by the Department, including undercover operations as appropriate; such investigative activities include, but are not limited to, conducting undercover operations, surveillance services, provider shops, data analysis, background checks, document retrieval and review, and recipient, provider and witness interviews.
- 2. Maintain a case file thoroughly detailing the nature of the investigation and effort expended on the case in the format required by the Department.
- 3. Handle and store evidence in a manner consistent with industry and legal standards.
- 4. Report verbally to the Department on a daily basis depending upon the nature of the assignment and instructions provided by the Department's staff.
 - 5. Meet with Department staff as required to discuss investigation status.
- 6. As required, welfare investigative services shall include participation in Fair Hearings, testimony in court, and any other aspects related to the enforcement of the case, including case packaging, prosecution or other disposition.
- 7. An investigation shall be deemed complete when the required factual information is gathered or when the investigator and the Department determined that no further investigative steps can be taken. Upon completion of each investigation, the investigator shall submit to the Department a final report detailing the information obtained during the investigation. The report shall be well organized in a coherent standardized investigative format as determined by the Department and more particularly described in paragraph 5 herein. The final report is to be submitted within two (2) days of the completion of the investigation.
- (ii) Method of Delivery of Welfare Investigative Services: Welfare investigative services as requested by the Department, shall be achieved by Contractor by conducting home visits; face-to-face interviews; recipient, provider and witness interviews; surveillance; undercover operations; provider shops; sting operations; reviews of reports and data; and accessing and researching information about the subject (such as asset and income verification, employment history, medical history, financial information, etc.) utilizing computer databases, software and services, including but not limited to eMedNY (the NYS Medicaid program claims processing system), Salient, WMS (the NYS Welfare Management System), LexisNexisTM, Experian COLE Directory and credit reports provided by Experian, Equifax, or TRW.

- (iii) <u>Interviews and Interrogations</u>: The Contractor represents that its investigators are proficient at conducting home visits, face-to-face interviews with recipients, service providers and witnesses as a means of obtaining lawfully gathered statements, information and documents. The Contractor's investigators will not interview children under eighteen (18) years of age in the course of executing welfare investigative services requested by the Department, without prior written approval of the Commissioner of Social Services. If, in the course of their investigation, the investigator suspects that a child is abused or maltreated, the investigator shall make the appropriate report by calling the statewide central register for child abuse and maltreatment at 1-800-342-3720.
- (iv) <u>Undercover Investigations:</u> In providing these services, the Contractor shall place investigators with characteristics and traits (such as gender, age, ethnic group, etc.) tailored to the specific needs of an operation in public, residential or business locations, to conduct lawful activities designed to detect and uncover potentially fraudulent practices and activities.
- (v) <u>Surveillance Services:</u> In providing these services, the Contractor shall place investigators with characteristics and traits (such as gender, age, ethnic group, etc.) tailored to the specific needs of an operation in public, residential or business locations, to conduct lawful activities designed to detect and uncover potentially fraudulent practices and activities.
- (vi) <u>Shopping Services:</u> In providing these services, the Contractor shall utilize investigators with characteristics and traits (such as gender, age, ethnic group, etc.) tailored to the specific needs of an operation to shop service providers.
- (b) <u>Data analysis:</u> The Contractor shall assist the Department in verifying and expanding on the intelligence developed from within the Department by working with County employees and/or contractors, who are specifically charged with providing data, reports and data analysis services designed to identify potential irregularities and/or fraud within the claims data.
- (c) <u>Civil and Criminal Proceedings / Administrative Hearings / Case Enforcement:</u> The Contractor shall make its investigators available to provide testimony, evidence or assistance at administrative hearings, criminal trials or proceedings, civil trials or proceedings or other related proceedings and activities, including but not limited to discovery, examinations before trail, status or settlement conferences, witness preparation, case preparation and review and any other activities related to the enforcement of the case and any appeals related thereto. The Contractor must arrange for its investigators to supply testimony, evidence or assistance with respect to any Services provided during the term of this Agreement at any time in the present or future, including following the termination or completion of this Agreement. This clause shall survive the completion or termination of this Agreement.
- (d) Evidence Storage: The Contractor shall handle, secure and store any and all evidence obtained as a result of its investigations in a manner(s) consistent with the highest standards of the industry for chain of custody evidentiary standards and in accordance with New York State law. The Contractor must continue to maintain and be able to readily produce evidence related to Services provided during the term of this Agreement, at any time in the

present or future, including following the termination or completion of this Agreement. This clause shall survive the completion or termination of this Agreement.

- (e) Ongoing Duties: The Contactor shall implement requests by the Department for changes to the Contractor's staff. The Contractor shall work with the Department to accommodate its' additional needs and to implement new strategies, approaches and procedures and to provide any other assistance necessary to achieve the goals set by the Department. The Contractor shall work harmoniously and effectively with all Department employees and contractors in the execution of its duties and responsibilities.
- (d) <u>Daily Rates</u>: For the purposes of this Agreement the daily rates shall be based on an eight (8) hour day.
- 3. <u>Staffing Requirement and Investigator Qualifications</u>. (a) The Contractor shall provide three levels of investigator staff, as more particularly described below:
- (i) Level 1 Investigators shall have a minimum of one (1) year of welfare fraud investigative experience with an LSSD which is or has been a participant in the OMIG County Demonstration Project and an ability to perform background checks, document retrieval and review, public assistance data analysis, undercover operations, surveillance and provider shops, recipient, provider and witness interviews, Medicaid prescription drug fraud, child care subsidy fraud and Front End Detection System (FEDS) investigations. The daily rate for Level 1 investigators is described in paragraph 6 herein. Exceptions to requirements can be made by mutual agreement between the Contractor and the Department.
- (ii) Level 2 Investigators shall have a minimum of three (3) years of investigative experience with an LSSD which is or has been a participant in the OMIG County Demonstration Project and the ability to perform background checks, document retrieval and review, public assistance data analysis, undercover operations, surveillance and provider shops, recipient, provider and witness interviews, Medicaid prescription drug fraud, child care subsidy fraud and FEDS investigations. The daily rate for Level 2 investigators is described in paragraph 6 herein. Exceptions to requirements can be made by mutual agreement between the Contractor and the Department.
- fraud investigative experience with an LSSD which is or has been a participant in the OMIG County Demonstration Project. The supervisory investigator must be an active member of the New York State Welfare Fraud Investigators Association (NYWFIA) and must possess an active Certified Welfare Fraud Investigator (CWFI) certificate through the United Council on Welfare Fraud (UCOWF). The supervisory investigator will possess the ability to perform background checks, document retrieval and review, public assistance data analysis, undercover operations, surveillance and provider shops, recipient, provider and witness interviews, Medicaid prescription drug fraud, child care subsidy fraud and front end detection system investigations. The investigator will be expected to provide necessary welfare fraud investigation management services, such as project management, training and supervisory services and shall be responsible for ensuring implementation of County policies, state and federal welfare regulations as well as providing required reports. The investigator will be expected to have extensive experience working with Department staff to establish

and implement external and internal mechanisms to reduce welfare waste, fraud and abuse. The daily rate for Level 3 investigators is described in paragraph 6 herein. Exceptions to requirements can be made by mutual agreement between the Contractor and the Department.

Approximately 9 (nine) investigators are required at any time. The majority of investigators are categorized levels 2 and 3.

- (iv) The Daily fees as quoted herein for Level 1, Level 2 and Level 3 investigators are all inclusive, covering all Service related fees, salaries, staff expenses, management expenses and associated research and document retrieval costs.
- (b) Contractor Staff Provision and Replacement. The Contractor shall maintain a group of at least nine (9) investigators, the levels of which are to be determined by the Department. The Contractor shall also provide a pool of investigators to be available on an as needed basis. Initial project staffing will be determined in a process involving mutual participation and agreement. The Department reserves the right to request a substitution for any Contract staff member proposed for work or working under this Agreement. The Contractor shall promptly recommend to the Department a substitution. The Contractor shall not make any staffing changes, including the addition or replacement of individual staff members or changes to their work schedule, investigative assignments and/or work location, without first consulting with the Department.
- (c) The Contractor shall provide a pool of investigators with the varied diversity in ethnic, gender, geographic, language and technical backgrounds necessary to achieve the goals of the Department.
- (d) Investigators must be available as required to provide daily service (eight hours a day) or half-day service (four hours per day).
- (e) <u>Professional Standards</u>. The Contractor shall ensure that its investigators comply with professional standards of conduct for investigators as established by professional groups such as the United Council of Welfare Fraud (UCOWF) and the New York Welfare Fraud Investigator's Association (NYWFIA). The Contractor shall provide the Department with highly qualified, experienced investigators, possessing the required law enforcement/investigative backgrounds, to effectively carry out the operations necessary to accomplish the investigative/enforcement goals of the Department. The Contractor shall provide current accreditation and licenses for itself as well as its investigators upon execution of this Agreement and thereafter, upon request of the County.
- (f) <u>Investigation Standards.</u> Investigations shall be made promptly and shall be conducted by lawful means without infringing upon the civil rights of individuals. Under no circumstances shall force or threat of force be used to obtain entry into a household or to obtain evidence of any nature.
- (g) The Contractor shall train its staff to become proficient with Department entitlements, operating systems and policies and procedures that are made available to the Contractor.

- (h) The Contractor shall maintain a multilingual staff, ensuring that at least one (1) investigator is fluent in both English and Spanish.
- (i) The Contractor shall maintain the implementation of an Advisory Board of Medicaid Fraud experts consisting of Medical Practitioners and Healthcare Fraud Experts, which the Contactor will make accessible to both its investigators and the Department. Once yearly, the Contractor will schedule a general presentation for the Department to update Department staff on the latest trends in detecting and combating Medicaid fraud, waste and abuse.
- (j) The Contractor shall provide quality control systems and customer service to the Department. Contractor shall ensure that investigators will be on call for investigations 24 hours per day, 365 days per year.
- (k) The Contractor shall provide ongoing training to its staff with regard to current changes in the Law, as defined in Section 9 herein, and developments in information technology.
- 4. <u>Program Administration</u>. The Contractor is responsible for the performance of program administration functions including but not necessarily limited to: (1) staff orientation and introduction at site; (2) staff supervision; (3) submission in arrears on a monthly basis using standard Nassau County claim forms, claims for deliverables and services provided during each calendar month, including the provision of any additional documentation required by the Department; (4) quality control; (5) single point of contact with Department managers; and (6) problem/personnel issue resolution.
- (a) The Contractor shall procure and maintain, at its sole cost and expense, any and all permits and/or licenses necessary, to fulfill and carry out all the provisions of this agreement.
- (b) The Department will be responsible for the performance of program administration functions, including but not necessarily limited to: (1) on-site staff introduction and job orientation; (2) staff training; (3) overall project management; and (4) contract management. In the Department's sole discretion, the Department will provide office space for Contractor staff at the Department's office, including desks and chairs, filing cabinets, office supplies, access to office equipment including microcomputers, telephones, copy and fax machines, and access to the New York State computer systems.
- (c) Within one (1) week of execution of this Agreement, Contractor's investigators will meet at the Department's offices with Department's staff, responsible for managing the welfare investigative services, (hereinafter the Orientation Meeting") for the following purposes:
- 1. Provide investigators with detailed information needed to plan and conduct the welfare investigative services.
- 2. Discuss and review welfare investigative services procedures as well as distribute and assign initial assignments.

- 3. Provide investigators with guidance on the Department's procedures and required training as same may relate to the welfare investigative services.
- Discuss and review the Department and Contractor's respective responsibilities as detailed in this Agreement.
- 5. Establish a working relationship between Contractor's staff and Department's staff.
- 6. Within one (1) week of the Orientation Meeting, Contractor shall submit to the Department, for approval, a written memorandum summarizing any issues identified as same that relate to the welfare investigative services.
- (d) The Department shall monitor the Contractor's provision of the Services. The Department will determine the methods, which it will utilize to monitor the Contractor's compliance with the Services requirement. Monitoring methods may include, but are not limited to, on-site reviews of Contractor's required recordkeeping documentation, establishment of a formal weekly or monthly reporting system, or establishment of monthly Department-Contractor meetings wherein Contractor's required recordkeeping activities are reviewed by the Department. The Department shall designate at least one (1) Department staff member as liaison between the Department and Contractor. It is expressly agreed and understood by the parties, that this monitoring provision is a material part of this Agreement. In the event Contractor fails and/or refuses to participate and assist the Department as provided herein, the Department may terminate this Agreement for Cause, as that term is defined below in paragraph 14.
- (e) The Department will make information available to Contractor, including client case records, New York State and Department reports, automated system reports, and access to other information from Department staff, as solely deemed legal and appropriate by the Department.
- 5. Reports. The Contractor shall submit to the Department all investigative reports/worksheets in the format and by the method requested by the Department. In addition to the reports set forth below, the Contractor shall provide to the Department, upon request, additional reports, as deemed reasonably necessary. Each report will document all of the findings that are associated with the case file and subject.
- (a) <u>Monthly Investigator Progress Reports.</u> The Contractor shall submit to the Department Monthly Investigative Progress Reports for each investigator which will include each investigator's activities and current status of each assignment. These reports will also identify any problems encountered, resolutions taken and any outstanding problems and suggested solutions.
- (b) <u>Monthly Supervisor Progress Report.</u> By the tenth day of each month, the Contractor shall submit to the Department a report detailing the work performed by the Contractor and the progress made toward each assignment during the previous month. Specifically, the report will describe: the number of investigations opened in the previous month and year-to-date; the number of investigations completed in the previous month and year-to-date;

a calculation of monthly and year-to-date overpayments identified and overpayments recovered; documentation of investigative actions; reporting of factual information; preparation of subpoenas; providing testimony in Fair Hearings; providing testimony in court; activities related to the enforcement of a case, including case packaging, prosecution or other disposition and other investigation activities as needed; the activities of each investigator; the approximate amount of time devoted to each assignment; the status of each assignment and any changes in the expected completion; problems encountered and actions taken to resolve them; outstanding problems remaining and recommended solutions.

- (c) <u>Monthly meeting</u>. Contractor shall have a representative meet with the Department on a monthly basis to review contract activities. Contactor's investigators shall continue to report verbally to the Department on a daily or weekly basis as instructed by the Department. Additionally, Contractor's investigators shall personally meet with Department staff to discuss the status of investigations as required. Contractor's investigators will continue to submit daily logs and weekly written reports in Department format, specifying the investigative work performed and time spent completing the work.
- (d) <u>Verbal Reports:</u> Investigators will report verbally to the Department on a daily or weekly basis as instructed by the Department. Investigators will personally meet with Department staff to discuss the status of investigations as required.
- (e) <u>Final Report.</u> When it has been determined that an investigation is complete, either due to all required factual information having been gathered or when the investigator, together with his supervisor, has determined that there are no further investigative steps to be taken, a final report will be submitted to the Department detailing the facts and conclusions of the investigation. The report should be well organized in a coherent standardized investigative format, said format to be determined by the Department. The final report is to be submitted within two days of the completion of the investigation.
- (f) The Department may, from time to time, modify the weekly or monthly, verbal or written, reporting systems between the Contractor and the Department.
- 6. Payment. (a) Amount of Consideration. (i) The maximum amount that the County shall pay the Contractor as full consideration for the first year's services provided under this agreement shall not exceed \$685,000.00. (ii) The maximum amount that the County shall pay the Contractor as full consideration for the second year's services provided under this agreement shall not exceed \$767,750.00.

The following rate schedule shall be applicable for Services provided under this Agreement:

(A) Daily rates for January 1, 2012 through December 31, 2012 shall be as follows:

(I) Level 1 Investigators

\$255.00/day

(II) Level 2 Investigators

\$305.00/day

(III) Level 3 Investigators

\$395.00/day

(B) Daily rates for January 1, 2013 through December 31, 2013 shall be as follows:

(I) Level 1 Investigators(II) Level 2 Investigators

\$265.00/day \$335.00/day \$425.00/day

(III) Level 3 Investigators

The daily rates are inclusive of all Contractor expenses, including but not limited to research charges, travel expenses, payments to doctors for office visits and equipment. Contractor agrees that Contractor and Contractor Agents will maintain accurate records of time expended in a form acceptable to the County. Experience and staffing levels for investigators are further defined in Section 3 above.

- (b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, either by utilizing the County's printed form, to be supplied by the County, or another form approved by the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").
- (c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.
- (d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.
- (e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.
- 7. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

- 8. <u>No Arrears or Default.</u> The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
- 9. <u>Compliance With Law.</u> (a) <u>Generally.</u> The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA) those relating to conflicts of interest, discrimination, a living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the terms of the HIPAA Business Associate Addendum and Appendix EE attached hereto and with the Country's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
- (b) <u>Nassau County Living Wage Law.</u> Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
 - (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
 - (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
 - (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its Certification of Compliance, attached hereto as Exhibit L, and shall provide to the County any information necessary to maintain the certification's accuracy.
- (c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

- (d) Protection of Client Information. The Contractor will comply with all State, local and federal laws, rules and regulations concerning the protection and disclosure of information relating to clients, including, but not limited to, provisions of the New York State Social Services Law and the regulations promulgated thereunder and all State and federal Laws concerning confidentiality of medical information. The Contractor shall execute any agreements required by the Department to protect such information.
- (e) Protection of Information Obtained in the Course of Performance. Information obtained by the Contractor in the course of performance under this Agreement is the property of the Department and may be disclosed only with the express permission of the Department or as required by law.
- 10. <u>Minimum Service Standards</u>. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- (c) Evidence obtained during the course of undercover operations is to be secured in a manner consistent with chain of custody evidentiary standards in accordance with New York State Law. The Contractor shall design and implement a suitable vouchering system for all evidence obtained during the course of undercover operations, subject to prior approval by the Department. In furtherance thereof, the Contractor shall submit to the Department its written plan fifteen (15) business days prior to implementation. The Department may, at any time, select another vouchering system for the Contactor to implement.
- (d) 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 (i) in exchange for compensation paid at the rates set forth in, and pursuant to the terms of, this Agreement, assist the County in transitioning the Contractor's responsibilities under this Agreement, and (ii) in exchange for compensation paid at the rates set forth in, and pursuant to the terms of, this Agreement make available Contractor Agents as necessary for testimony or other related activity concerning information obtained during performance under this Agreement .

The provisions of this section shall survive the termination of this Agreement.

- responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

The provisions of this Section shall survive the termination of this Agreement.

- 12. <u>Insurance.</u> (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.
- (b) Acceptability, Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and which is acceptable to the County, and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

- (c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.
- 13. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
- 14. <u>Termination.</u> (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

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

Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

- period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.
- 16. <u>Limitations on Actions and Special Proceedings against the County.</u> No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
- (b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 17. 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.
- 18. <u>Consent to Jurisdiction and Venue; Governing Law.</u> 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.

11.

- 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.
- 20. <u>All Legal Provisions Deemed Included; Severability; Supremacy.</u> (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- 21. <u>Section and Other Headings.</u> The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 22. <u>Entire Agreement</u>. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

- 23. <u>Administrative Service Charge</u>. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty Three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.
 - 24. Executory Clause. Notwithstanding any other provision of this Agreement:
- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

SUMMIT SECURITY SERVICES, INC.

Name: Nicholas M. Auletta

Title: <u>Co-President</u>
Date: <u>December 7, 2012</u>

NASSAU COUNTY

By:

Namel Richars R. Walker

Title: Deputy County Executive

)ate:<u>///</u>د

PLEASE EXECUTE IN <u>BLUE</u> INK

Docs 109062

STATE OF NEW YORK) COUNTY OF NASSAU)

On the $\underline{7}^{th}$ day of $\underline{December}$ in the year 2012 before me personally came $\underline{Nicholas\ M}$. Auletta to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of states; that he or she is the <u>Co-President</u> of <u>Summit Security</u> <u>Services, Inc.</u>, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Notary Public, State Of New No. 01W06094221 Qualified In Nassau County

Commission Expires June 16, 20,

STATE OF NEW YORK)

COUNTY OF NASSAU)

On the / day of February in the year 2013 before me personally came Richaes R. walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASAU; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County

NOTARY PUBLIC

CONCETTA A PETRUCCI Notary Public, State of New York No. 01PE6259026 Qualified in Nassau County Commission Expires April 02, 20/



Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

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- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
- (m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of

materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

| | Nicholas M, Auletta |
|----|--|
| | (Name) |
| | 390 RXR Plaza, Uniondale, NY 11556 (Address) 516 240 - 2400 (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 suc 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. 4. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. | 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: |
|--|---|
| | |
| | |
| | |
| I hereb | 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. y certify that I have read the foregoing statement and, to the best of my knowledge and it is true, correct and complete. Any statement or representation made herein shall be te and true as of the date stated below. |
| <u>Decem</u>
Dated | ber 7, 2012 |
| Datod | |
| Signati | ure of Chief Executive Officer |
| | as M. Auletta
of Chief Executive Officer |
| The state of the s | PAMELA J. WOULFE Notary Public, State Of New York No. 01W06094221 Qualified in Nassau County Commission Expires June 16, 20 PAMELA J. WOULFE Notary Public, State Of New York No. 01W06094221 Qualified in Nassau County Commission Expires June 16, 20 PAMELA J. WOULFE Notary Public, State Of New York No. 01W06094221 Qualified in Nassau County Commission Expires June 16, 20 |

BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is made part of the Contract for Services to which it is attached (as the same may be amended, modified, or supplemented the "Agreement") by and between Summit Security Services, Inc. (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of Social Services (collectively, the "County").

WITNESSETH:

WHEREAS, the County wishes to allow the Contractor to have access to Protected Health Information, which is either provided to the Contractor by the County, or received, viewed, or created by the Contractor on behalf of the County in the course of performing the Services hereinafter set forth;

WHEREAS, the Contractor requires access to such PHI to effectively perform the Services;

WHEREAS, the County is required by the Privacy Rule promulgated pursuant to HIPAA to have a written agreement with the Contractor with respect to the use and disclosure of PHI; and

WHEREAS, the parties desire to enter into this Addendum to set forth the terms and conditions pursuant to which the PHI will be handled by the Contractor and certain third parties, as applicable, during the duration of the Agreement of which it is a part, and upon that Agreement's termination, cancellation, expiration, or other conclusion.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereby agree as follows:

ARTICLE I.DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Addendum shall have the meaning set forth in the Privacy Rule at 45 CFR §§160.103 and 164.501.

- Section 1.01 <u>Business Associate</u>. "Business Associate" shall have the meaning set forth in 45 C.F.R. §160.103.
- Section 1.02 <u>Designated Record Set</u>. "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.
- Section 1.03 <u>HHS</u>. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

- Section 1.04 <u>Individual</u>. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- Section 1.05 <u>Privacy Officer</u>. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).
- Section 1.06 <u>Privacy Rule</u>. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160 and Part 164.
- Section 1.07 <u>Protected Health Information</u> or <u>PHI</u>. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 164.501.
- Section 1.08 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.501.
- Section 1.09 <u>Secretary</u>. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.
- Section 1.10 <u>Standard Transactions</u>. "Standard Transactions" shall have the meaning set forth in 45 C.F.R. §162.103.

ARTICLE II.PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR

- Section 2.01 <u>Use and Disclosure to Provide the Services to the Contractor</u>. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part thereof. Except as otherwise expressly provided herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as such use or disclosure of PHI would not violate the Privacy Rule if done by the County. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.
- Section 2.02 <u>Use and Disclosure for Management and Administration Purposes</u>. In addition to the uses and disclosures described above, the Contractor may:
- (a) use PHI for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor provided that such uses are permitted under applicable state and federal laws;
- (b) disclose PHI in its possession to third parties for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor, provided that the Contractor shall represent to the County, promptly in writing, that: (i) the disclosures are Required by Law, or (ii) the Contractor has obtained

from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. §164.504(e)(4). For such written assurances to be satisfactory, they must bind the third party to:

(i) i) maintain the confidentiality of PHI in its possession and limit the use and/or disclosure of such PHI to the purposes for which the Contractor disclosed the PHI to the third party, unless otherwise Required by Law; and

ii) immediately notify the Contractor (who shall immediately notify the County) of any instance in which the third party learns of any unauthorized use and/or disclosure of such PHI.

ARTICLE III.RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

- Section 3.01 <u>Contractor's Responsibilities</u>. With respect to any use and/or disclosure of PHI, the Contractor hereby agrees that it shall:
- (a) use and/or disclose PHI only as permitted or required by this Addendum, as required by the Privacy Rule, or as otherwise Required by Law;
- (b) implement comprehensive procedures for mitigating any harmful effects from any unauthorized use and/or disclosure of PHI by the Contractor, its agents or subcontractors;
- (c) report to the County's designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or has knowledge within one (1) day of the Contractor's discovery of such unauthorized use and/or disclosure. The Contractor's report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) the party responsible for making the unauthorized use and/or disclosure; (iv) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (v) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vi) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information either reasonably requests;
- (d) develop, implement, maintain and utilize appropriate administrative, technical, and physical safeguards, in compliance with the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), the Privacy Rule, and any other regulations now in effect or later issued by HHS which implement HIPAA, to preserve the integrity and confidentiality, and to prevent unauthorized use and/or disclosure, of PHI;
- (e) require any of its subcontractors and/or agents that receive, use, or have any access to PHI, as authorized by this Addendum, to enter into a written agreement, which agreement shall contain provisions substantially similar to this

- (b) notify the Contractor, in writing, of any amendment(s) to PHI in the possession of the Contractor that the Contractor shall make and inform the Contractor of the time, form, and manner in which such amendment(s) shall be made; and
- (c) notify the Contractor, in writing, of any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted.

ARTICLE V.COMPLIANCE WITH STANDARD TRANSACTIONS

- Section 5.01 <u>Compliance with Standard Transactions by the Contractor</u>. If the Contractor conducts in whole or in part Standard Transactions for or on behalf of the County, the Contractor shall:
- (a) comply and require all subcontractors and agents of the Contractor to comply with each applicable requirement of 45 C.F.R. Part 162; and
- (b) not enter into, or permit its subcontractors or agents to enter into, any trading partner addendum or agreement in connection with the conduct of Standard Transactions for or on behalf of the County that:
 - i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;
 - ii) adds any elements or segments to the maximum defined data set;
 - iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or
 - iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

ARTICLE VI.TERMS AND TERMINATION

Section 6.01 <u>Term</u>. This Addendum shall become effective as of the date of the last signature to this Addendum, and shall continue in effect until all of the PHI provided by the County to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the Department, and all other obligations of the parties have been met, unless terminated by the County as provided in Section 6.2. If it is infeasible to return or destroy such PHI, then such PHI shall continue to be protected as set forth in Section 6.4.

Section 6.02 Termination by the County. As provided for under 45 C.F.R. § 1.64.504(e)(2)(iii), the County may immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

Section 6.03 Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole respective discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. The County in such case shall: (i) provide the Contractor with written notice of the existence of an alleged material breach; and (ii) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.

Section 6.04 <u>Effect of Termination</u>. Upon the termination, cancellation, or any other conclusion of the Agreement, the Contractor shall, if feasible, return to the County or destroy all PHI, in whatever form or medium, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), including, but not limited to, PHI in the possession of its subcontractors and/or agents, within thirty (30) days of the effective date of the termination, cancellation, or other conclusion of the Agreement.

- (a) Once all PHI in the Contractor's possession or control, including, but not limited to, PHI in the possession or control of its subcontractors and/or agents, has been returned to the County or destroyed, the Contractor shall provide a written certification to the County regarding the return or destruction of such PHI within such thirty (30) day period. Such certification shall be relied upon by the County as a binding representation; and
- (b) if the Contractor believes that return or destruction of PHI in its possession and/or in the possession of its subcontractors or agents is infeasible, the Contractor shall notify the County of such infeasibility in writing. Said notification shall include, but not be limited to: (i) a statement that the Contractor has, in good faith, determined that it is infeasible to return or destroy the PHI in its possession and/or in the possession of its subcontractors or agents, as applicable, (ii) identification of the PHI that the Contractor believes it is infeasible to return or destroy, and (iii) the specific reasons for such determination. In addition to providing such notification, the Contractor shall certify within such thirty (30) day period that it will and will require its subcontractors or agents, as applicable, to limit any further uses and/or disclosures of such PHI to the purposes that make the return or destruction of the PHI infeasible.

ARTICLE VII.INDEMNIFICATION

Section 7.01 <u>Indemnity</u>. The Contractor agrees to indemnify and hold harmless the County and any of its affiliates, officers, directors, employees, attorneys, or agents (collectively, "Indemnitees") from and against any claim, cause of action, liability, damage, cost, or expense, including attorneys' fees and court or proceeding costs, and the fees and costs of enforcement of the indemnification rights provided herein, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Addendum by the Contractor or any subcontractor, agent, person, or entity under the Contractor's control.

Section 7.02 <u>Control of Defense</u>. If any Indemnitees are named a party in any judicial, administrative, or other proceeding arising out of or in connection with any use or disclosure of PHI by the Contractor or any subcontractor, agent, Individual, or organization under the Contractor 's control, and such use or disclosure of PHI was not permitted by this Addendum, then any Indemnitee shall have the option at any time either: (i) to tender defense to the Contractor, in which case the Contractor shall provide qualified attorneys, consultants, and other appropriate professionals to represent the Indemnitee's interests at the Contractor 's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case the Contractor shall be responsible for and pay the fees and expenses of such attorneys, consultants, and other professionals.

Section 7.03 <u>Control of Resolution</u>. The Indemnitees shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of actions, liabilities, or damages against them, notwithstanding that the Indemnitees may have tendered their defense to the Contractor. Any such resolution will not relieve the Contractor of its obligation to indemnify the Indemnitees under this Section.

ARTICLE VIII.CONFIDENTIALITY

This Addendum does not affect any other obligations in the Agreement to the extent not inconsistent herewith or not involving the confidentiality, use, or disclosure of PHI. This Addendum, however, does supercede all other obligations in the Agreement to the extent they are inconsistent herewith and involve the confidentiality, use, or disclosure of PHI.

ARTICLE IX.MISCELLANEOUS

Section 9.01 <u>Survival</u>. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 6.4, and 7, solely with respect to PHI the Contractor retains in accordance with Section 6.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely.

Section 9.02 <u>Amendments</u>. The Agreement (including the terms of this Addendum) may not be modified, nor shall any provision of the Agreement be waived or amended, except in a writing duly signed by authorized representatives of the parties and expressly referencing the Agreement. Notwithstanding anything in the Agreement to the contrary, to the extent that the Privacy Rule, or any other applicable privacy law are materially amended, updated, or revised following the execution of this Addendum, the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and HIPAA.

Section 9.03 No Third Party Beneficiaries. Nothing contained in the Agreement (including, but not limited to, this Addendum), whether express or implied, is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever in relation to the disclosure or use of PHI.

Section 9.04 <u>Disputes</u>. If any controversy, dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

Section 9.05 <u>Regulatory References</u>. Any reference to any part or section of the CFR shall include such part or section as drafted upon the execution date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.

- 9.6 <u>Conflicts</u>. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.
- 9.7 <u>Interpretation</u>. Any ambiguity in the Agreement (including, but not limited to, this Addendum) shall be resolved in favor of a meaning that permits the County to comply to the greatest extent possible with the Privacy Rule.

 IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of _______, 2012.

NASSAU COUXTY

By: Print Names Richard E. Wirtker

Title: (Her Deputy County Executive

Date: 2/1/13

Summit Security Services, Inc.

Print Name: Nicholas M. Auletta

Title: Co-President

Date: December 7, 2012

Addendum, to comply with the same obligations and restrictions as are required of the Contractor hereunder;

- (f) provide the Secretary of HHS with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for compliance investigations;
- (g) within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Addendum. Such access shall be at the Contractor's place of business during normal operating hours;
- (h) within five (5) days of receipt of a written request from the County, provide the County with such information as is requested to permit it to respond to a request by an Individual for an accounting of disclosures of all PHI related to the Individual;
- (i) subject to Section 6.4 below, within thirty (30) days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and
- (j) disclose to its subcontractors, agents, and any other third parties, and request from the County, only the minimum PHI necessary to conduct or fulfill a specific function authorized hereunder.
- Section 3.02 <u>Responsibilities of the Contractor with Respect to Access,</u>
 <u>Amendment, Restrictions, and Accounting of Disclosures of PHI</u>. The Contractor hereby agrees to do the following with respect to providing access to PHI, amending inaccuracies contained in PHI, restrictions regarding PHI, and accounting for disclosures of PHI in its possession:
- (a) at the request of, and in the time and manner designated by the County, provide access to any PHI contained in a Designated Record Set to the County or to the Individual who is the subject of such PHI or his or her authorized representative, as applicable, to satisfy a request for inspection and/or copying under 45 C.F.R. § 164.524;
- (b) at the request of, and in the time and manner designated by the County, make any amendment(s) that the County so directs, or permit the County access to amend, any portion of the PHI pursuant to 45 C.F.R. § 164.526 to allow the County to comply with the Privacy Rule;
- (c) at the request of, and in the time and manner designated by the County, comply with any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted; and

(d) record each disclosure that the Contractor makes of PHI for the County to respond to an Individual's request for an accounting in accordance with 45 C.F.R. §164.528. Such record shall include, but not be limited to: (i) the date of disclosure; (ii) the name and address of the Individual or organization to whom the disclosure was made; (iii) a description of the PHI disclosed; and (iv) a statement of the purpose for the disclosure (collectively the "disclosure information"). If the Contractor makes repeated multiple disclosures of PHI to the same person or entity for a single purpose, the Contractor may provide: (i) the disclosure information for the first disclosure; (ii) the frequency, periodicity, or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Such disclosure information must be kept by the Contractor for a period of not less than six (6) years from the date of disclosure.

ARTICLE IV.RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

- Section 4.01 <u>Responsibilities of the County</u>. With respect to any use and/or disclosure of PHI, the County hereby undertakes to do the following to the extent material to the PHI held by the Contractor:
- (a) inform the Contractor of any changes in the County's Notice of Privacy Practices (the "Notice"), which the County provides to Individuals pursuant to 45 C.F.R. §164.520, and provide the Contractor a current copy of such Notice and a copy of all updated versions thereof prior to their effective date;
- (b) inform the Contractor of any changes in, or withdrawal of, any relevant authorization provided to the County by Individuals pursuant to 45 C.F.R. §164.508, which impact the Contractor under the Agreement;
- (c) inform the Contractor of any applicable decisions made by any Individual to opt-out of allowing his or her PHI to be used for fundraising activities of the County pursuant to 45 C.F.R. §164.514(f), which impact the Contractor under the Agreement; and
- (d) notify the Contractor, in writing, of any arrangements permitted or required under 45 C.F.R. parts 160 and 164, which impact the use and/or disclosure of PHI by the Contractor under the Agreement, including, but not limited to, restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. §164.522 agreed to by the County.
- Section 4.02 <u>Responsibilities of the County with Respect to Access.</u>

 <u>Amendment, Restrictions and Accounting of Disclosures of PHI</u>. The County hereby agrees to do the following regarding access to PHI, amendments to inaccuracies contained in PHI, and restrictions regarding PHI in the Contractor 's possession, to the extent material to the PHI held by the Contractor:
- (a) notify the Contractor, in writing, of any PHI that the County seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner, and form which the Contractor shall provide such access;



Contract Details

SERVICE Investigation Services

| - Continued Detail | · | SLICVIC | E <u>mvestigation Serv</u> | ices | |
|-------------------------------|---|--------------------------|----------------------------|--------------------|-------------------------------|
| NIFS ID #: CLSS140000 | 017 NIFS Entry Date:1/27 /14_ | Term | from 01/01/14 to | 12/3 1/14 | . |
| New Renewal | 1) Mandated Program: | 1) Mandated Program: Yes | | | No 🔲 |
| Amendment 🖂 | 2) Comptroller Approva | al Form Attach | ed: | Yes 🛚 | No 🗌 |
| Time Extension | 3) CSEA Agmt. § 32 C | ompliance Atta | ched; | Yes 🛚 | No 🗌 |
| Addl. Funds | 4) Vendor Ownership & | k Mgmt. Disclo | sure Attached: | Yes 🗌 | No 🖾 |
| Blanket Resolution RES# | 5) Insurance Required | | | Yes 🖂 | No 🗆 |
| Agency Inform | nation
Vendor | | County I | Yonort: | mant |
| Name Summit Security Services | vendor ID#13289642 | | Department Contact Mi | | |
| Address 390 Rexcorp Plaza | Contact PersonKimberly Bent
E-mail kbentley@summitsecu | ley
rity.com | Address 60 Charles L | ndbergh Blv | d. |
| Uniondale, New York 11556 | Phone 631 227-3182
Fax:516 542-1285 | | | | |
| Routing Slip | | N.I. (TO) | | | |
| DATE Rec'd. DEPARTMENT | Internal Verification | | SIGNATURE | Leg
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lequired |
| Department | NIFS Entry (Dept) NIFS Appvl (Dept. Head) | 1/23/14 | Imply | . 47.
. 8 - 1 | À |
| ОМВ | NIFS Approval | 1/31 0 | it is | Not ¶ | No equired if tet resolution |
| 2/14/14 County Attorney | CA RE & Insurance Verification | 3/0/14 C | Uniting | | |
| County Attorney | CA Approval as to form | 2/10/14 | A 11 | | istophi nich
Ligi kalisti |
| Legislative Affairs | Fw'd Original Contract to CA | | | | |
| Rules 🔲 / Leg. 🔲 | | | | Yes[| □ No 🗹 |
| Lolu County Attorney | NIFS Approval | 2/10/4 | J. I | | |
| Comptroller | NIFS Approval | \$4/H | | ્ લ
પાંચ | |

Notarization Filed with Clerk of the Leg.



| Soliti det Salminai 3 | OF NEW |
|---|---|
| Description: Contract Investigation Services | |
| Purpose: The vendor will conduct investigations of fraud & abuse wit
Medical Assistance, Ghild Care, as well as fraud among service provi- | thin programs such as Temporary Assistance for Needy Families, Safety Net, Food Stamps, ders and the location of delinquent parents to enforce child support obligations. |
| | |
| Method of Procurement: RFP | |
| 。
第一一次
第一一次 | |
| Procurement History: We had been contracting with Iversen & Bione 1, 2009. All requested documentation was provided and it was approximately a second contracting with Iversen & Bione 1, 2009. | do since 2005. Iversen & Biondo was taken over by Summit Security Services effective May ved to continue the contract with Summit Security Services. |
| | |
| County to identify payments to which recipients or service providers services, or payments administered by the Nassau County Department | e Contractor under this Agreement shall consist of investigative services requested by the are not entitled, or potential fraud in the provision or receipt of, or application for, benefits, nt of Social Services (the Department). |
| Impact on Funding / Price Analysis: FEDERAL 50% State 25% Co | ounty 25% |
| | |
| Change in Contract from Prior Procurement: No Change | |
| Recommendation: (approve as submitted) | |
| Advisement Information | |
| BUDGET CODES FUNDING SOURCE AI | MOUNT- LINE INDEX/OBJECT CODE AMOUNT |

| BUDGET CODES | | |
|--------------|-------|--|
| Fund: GEN | | |
| Control: | 20 | |
| Resp: | 2100 | |
| Object: | DE500 | |
| Transaction: | CQ | |

| FUNDING SOURCE | AMOUNT |
|------------------|--------------|
| Revenue Contract | XXXXXX |
| County | \$193,857.00 |
| Federal | \$387,714.00 |
| State | \$193,857.00 |
| Capital | \$ |
| Other | \$ |
| TOTAL | \$775,428.00 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|------|-------------------|---------------|
| 1 | | \$ |
| 2 | | \$ |
| 3 | SSGEN2100/DE500 | \$775,428.00 |
| 4 | | S |
| 5 | 70 1 | \$ |
| 6 . | y Small = 3/10/14 | S |
| | TOTAL | -\$775,428.00 |

| RENEW. | AL |
|------------|----|
| % Increase | |
| % Decrease | |

| ocument Prepared By: | Date: |
|----------------------|-------|
| wenter trepared by. |
 |

| | NIFS Certification | Comptroller Certification | County Executive Approval |
|------|--|--|---------------------------|
| | certify that this document was accepted into NIFS. | t certify that an unencumbered balance sufficient to cover this contract is
present in the appropriation to be charged. | Name |
| Name | P. Line | Name Canal Charles | Date 5/8/14 |
| Date | * ICAC | Date 3/1//// | (Får OfficelUse Only) |

116302

George Maragos Comptroller



OFFICE OF THE COMPTROLLER 240 Old Country Road

Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

| CONTRACTOR NAME Summit Security Services, Inc. |
|--|
| CONTRACTOR ADDRESS 390 Rexcorp Plaza, Uniondale, New York 1156 |
| FEDERAL TAX ID 132896421 |
| <u>Instructions:</u> Please check the appropriate box ("\sum") after one of the following roman numerals, and provide all the requested information. |
| I. The contract was awarded to the lowest, responsible bidder after advertiseme for sealed bids. The contract was awarded after a request for sealed bids was publish in [newspaper] on |
| [date]. The sealed bids were publicly opened on [date] [#] of sealed b were received and opened. |
| II. The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on [date]. Potential proposers were made aware of the availability of the RFP by [newspaper advertisemen posting on website, mailing, etc.] [#] of potential proposers requested copies of the RFP. Proposals were due on [date] [#] proposals were received and evaluated. The evaluation committee consistency. |
| [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected |

| This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on <u>ffbrvvvvvvvvvvvvvvvvvvvvvvvvvvvvvvvvvvv</u> |
|--|
| 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 119-0, the department is purchasing the services required through an inter-municipal agreement. |
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VI. \square This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

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

VII.

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

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Data

Date

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

Compt. form Pers. /Prof. Services Contracts: Rev. 02/04 116317



NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES 60 CHARLES LINDBERGH BLVD., SUITE 160 UNIONDALE, NEW YORK 11553-3686

Phone: 516-227-7474 Fax: 516-227-8432 Web: http://www.nassaucountyny.gov/

Contract Number:

Contractor Evaluation Form

| Con | tract Name: <u>SUMMIT SECU</u> | RITY SERVICES, I | NC. | | | | |
|--------------------|---|--|-----------------------------|--------------------------|----------------------------|--------------------------------|--|
| Ser | vice Provided: | | | | | ****** | |
| Eva | Evaluation Period: From: <u>January 1, 2013</u> To: <u>October 31, 2013</u> Evaluator's Name, Title, Phone #: <u>SLOT SKEYWECKL, DILECTOR OF INVESTIGATIONS</u> | | | | | | |
| | | | | | | | |
| | Date: 1/19/13 | | | | | | |
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Def
con | ase evaluate the contractor's
ough (e), provide your overall
initions of the rating scale and
nments may be provided on a
TURN THE COMPLETED FO | assessment of cor
d rating factors are
separate sheet. | itractor perl
provided o | formance a
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of this form | the final question. Additional | |
| PERFOR | MANCE EVALUATION | Unsatisfactory | Poor | Fair | Good | Excellent | |
| FACTOF | RS | 1 | 2 | 3 | 4 | 5 | |
| a. Qua | ality of Service | | | | | | |
| b. Tim | neliness of Service | | | | | | |
| c. Cos | t Effectiveness | | | | | | |
| l. Res | ponsiveness to DSS Requests | | | | | | |
| . Nui | nber of Complaints | | | | | | |
| . Pro | blem Resolution | | | | | | |
| Overall F | Performance Evaluation | | | <u> </u> | | | |
| | you recommend the contract
ated 3 or lower & Yes checked, | | | s No | | | |
| | \$ 3.4 Million in sairings achieved by Summit Security lives kya tors in 2013. | | | | | | |
| <u></u> | Security livestyators in 2013. | | | | | | |
| | 3 | | | | | | |

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz

Planning & Research

Department of Social Services

Date: January 28, 2014

Subject: Summit Security Services, Inc.

Pursuant to Section 32 (a) of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA notifying him of the above fact.

Also attached is a letter dated January 9, 2014, from CSEA, objecting to the contract. Further attached is a letter from the Department dated January 15, 2014 indicating the Department's availability to discuss the matter. The Department has forwarded the matter to Keith Cromwell of the Office of Labor Relations for the appropriate response.

Therefore, this Department is proceeding with the contract process.

MAK Att. 116336





NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES 60 CHARLES LINDBERGH BLVD., SUITE 160 UNIONDALE, NEW YORK 11553-3686

Phone: 516-227-7474 Fax: 516-227-8432 Web: http://www.nassaucountyny.gov/

January 7, 2014

Glen Tuifel Assistant to the President Nassau Local 830 CSEA 400 County Seat Drive Mineola, New York 11501

Re. - Contract: Summit Security Services, Inc.

Investigation Services

Dear Mr. Tuifel:

Pursuant to section 32 (a) of the Collective Bargaining Agreement, this letter is to advise you that the Department of Social Services is considering entering (renewing or amending) the contractual services with the above vendor.

If you wish to meet to discuss alternatives to this matter, please do not hesitate to contact me at (516) 227-7452.

Sincerely,

Michael A. Kanowitz

Planning & Research

ENCLOSURE

cc: Allison Hertling

Office of Labor Relations

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The Civil Service Employees Association, Inc.

Local 1000, American Federation of State, County and Municipal Employees, AFL-CIO



NASSAU LOCAL 830

January 9, 2014

Jerry Laricchiuta PRESIDENT

Ron Gurrieri Exec. Vice Pres.

Scott Mulholland Vice Pres.

Kenneth Nicholson Vice Pres.

7100 7 703.

Lynne Kramer Vice Pres.

vice Pres.

Marla Rowe Vice Pres.

Robert Arciello Vice Pres.

Ernest Jackson Vice Pres.

Robert Campo Vice Pres.

Gary Volpe Vice Pres.

Ana O'Gorman Vice Pres.

Barbara Lang Vice Pres.

Richard Dopkin Vice Pres.

Nancy lanson Secretary

Debra O'Connell Treasurer Paul Broderick, Deputy Commissioner Nassau County Dept. of Social Services

60 Charles Lindbergh Blvd. Uniondale, N.Y. 11553-3686

Re: Contract: Summit Security Services, Inc. Investigative Services

Dear Paul Broderick:

Please allow this letter to serve as a response to the Nassau County letter of January 7, 2014, regarding the above mentioned assignment of CSEA Unit work to persons not in the CSEA Unit.

Your notification of intent to subcontract fails to offer sufficient detail of the "County's needs" pursuant to Section 32-3 of the CSEA/County C.B.A.

Not withstanding the lack of sufficient detail provided by the County regarding said proposed subcontract and pursuant to Section 32-3(b) of the C.B.A., CSEA proposes as an "alternative to satisfy the County's needs", that current or anticipated County employees (who are or would be CSEA bargaining unit members), perform the duties requested in the proposed subcontract.

Further, due to the fact that Class Specifications of the Nassau County Civil Service allow for civil servants and therefore *CSEA Bargaining Unit Employees* to perform said proposed tasks, it is only logical and in "Good Faith" that County employees be allowed to "satisfy the County's needs", thereby avoiding "the unnecessary assignment of CSEA unit work to persons not in the CSEA Unit", (section 32-1 of the C.B.A.).

Finally, pursuant to Section 32-3, I am ready, willing and able to meet with you at your earliest convenience to meet and confer with respect to CSEA's proposals.

Please immediately advise as to your availability.

Thank you for your anticipated cooperation. If you have any questions, please feel free to contact me.

Richard Dopkin

Very Truly Yours,

Vice President CSEA Local 830

Cc: Jerry Laricchiuta, President, CSEA Local 830 Jason Perkowski, Unit President File



NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES 60 CHARLES LINDBERGH BLVD., SUITE 160 UNIONDALE, NEW YORK 11553-3686

Phone: 516-227-7460 Fex: 516-227-8363 Web; http://www.nassaucountyny.gov/

January 15, 2014

Richard Dopkin
CSEA Local 830 Unit
President Assessment/ARC Unit
VP CSEA Local 830
400 County Seat Drive
Mineola, New York 11501

Subject: Proposed 2014 DSS contracts:

- Economic Opportunity Commission of Nassau County, Inc. (EOC); Subsidized Employment Program (SEP); no-cost extension
- National Association on Drug Abuse (NYS), Inc. (NADAP); TANF employment services;
 amendment to renew
- Summit Security Services, Inc. Investigative Services
- · Family Focus Adoption Service, Adoption Services

Dear Mr. Dopkin:

DSS is in receipt of your correspondence of January 9, 2014, concerning the Department's notification of its intent to contract with the above vendors, pursuant to section 32(a) of the Collective Bargaining Agreement. In your correspondence, you indicate your willingness to meet with DSS for further discussion

DSS is available to discuss this topic at your convenience. If you wish to meet to discuss this matter further, please do not hesitate to contact Thomas Brooks at (516) 227-7460 or Thomas.Brooks@hhsnassaucountyny.us.

Sincerely yours,

Thomas A. Brooks

Management Analyst III

Planning and Research / Quality

Management

Att.

cc: Jason Perkowski, DSS Unit President Keith Cromwell, OLR

AMENDMENT NO. I

This AMENDMENT, dated as of January 1, 2014, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Summit Security Services, Inc., a for-profit corporation, having its principal office at 390 Rexcorp Plaza, Uniondale, New York 11556 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS12000141 between the County and the Contractor, executed on behalf of the County on February 1, 2013 (the "Original Agreement"), the Contractor provides Investigation services for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of this Agreement is from January 1, 2012 through December 31, 2013 with an option to renew under the same terms and conditions for four (4) additional one (1) year periods. (the "Original Term);

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Six Hundred Eighty Five Thousand Dollars and 00/100 (\$685,000.00) for the first year's services, and Seven Hundred Sixty Seven Thousand Seven Hundred Fifty Dollars and 00/100 (\$767,750.00) for the second year's services, totaling, One Million Four Hundred Fifty Two Thousand Seven Hundred Fifty Dollars and 00/100 (\$1,452,750.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

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

- 1. <u>Renewal Term.</u> The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "<u>Amended Agreement</u>"), shall be December 31, 2014.
- 2. <u>Maximum Amount.</u> The Maximum Amount in the Original Agreement shall be increased by Seven Hundred Seventy Five Thousand Four Hundred Twenty Eight Dollars and 00/100 (\$775,428.00), payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Two Million Two Hundred Twenty

Eight Thousand One Hundred Seventy Eight Dollars and 00/100 (\$2,228,178.00) (the "Amended Maximum Amount").

- 3. Daily Rates. Section 6. Payment, of the Original Agreement, shall be amended to add Subparagraph (a)(ii)(C) which shall read:
- (C) Daily Rates for January 1, 2014 through December 31, 2014 shall be as follows:

| · · · · · · · · · · · · · · · · · · · | , , , , , , , , , , , , , , , , , , , | |
|---------------------------------------|---------------------------------------|----------|
| (I) | Level 1 Investigators | \$267.65 |
| (IÍ) | Level 2 Investigators | \$338.35 |
| άĤ | Level 3 Investigators | \$429.25 |

The daily rates are inclusive of all Contractor expenses, including but not limited to research charges, travel expenses, payments to doctors for office visits and equipment. Contractor agrees that Contractor and Contractor Agents will maintain accurate records of time expended in a form acceptable to the County. Experience and staffing levels for investigators are further defined in Section 3 above.

4. <u>Full Force and Effect</u>. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

SUMMIT SECURITY SERVICES, INC

| Ву: |
|--|
| Name: Nicholas M. Auletta |
| Title: Vice President |
| Date: 1/23/2014 |
| |
| NASSAU COUNTY |
| |
| Ву: |
| Name: Richard R. Walker Unlef Deputy County Executive |
| Title: Deputy County Executive |
| Date: 5/8/14 |

PLEASE EXECUTE IN BLUE INK

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| STATE OF NEW YORK) |
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|)ss.: |
| COUNTY OF NASSAU) |
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| On the day of (M) Ay in the year 2014 before me personally came |
| On the day of Ay in the year 2014 before me personally came and say that he or she resides in the County of Asau; that he or she is a Deputy |
| and say that he or she resides in the County of O Wasaw; that he or she is a Deputy |
| County Executive of the County of Nassau, the municipal corporation described herein and |
| which executed the above instrument; and that he or she signed his or her name thereto pursuant |
| to Section 205 of the County Government Law of Nassau County. |
| Court a. Petrucci |
| NOTARY PUBLIC |
| CONCETTA A PETRUCUI Kotary Public, State of New York |
| No. 01PE6259026 |
| Qualified in Masseu County (CTATE OF NEW YORK) Commission Expires April 02, 20 |
| STATE OF INDIVIOUS |
|)ss.:
COUNTY OF NASSAU) |
| COUNTY OF MASSIVE Y |
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| MICHOLAS MADILETY: 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 |
| and say that he or she resides in the County of that he or she is the |
| VICE - PRESIDENT of SUMMIT SECURITY SERVICES, (WC), 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. |
| · |
| Lass A. Greekerg |
| |
| NOTARY PHRIC |

SUSAN A. GREENBERG
Notary Public, State of New York
No. 01GR8090749
Qualified in Nessau County
Commission Expires: <u>APALL SI. 2015</u>

NOTARY PUBLIC



Contract Details

SERVICE Investigation Services

| NÏFS ID #: CLSS15000003 | NIFS Entry Date: 12/15 /14 | Term: from 01/01/15 to | 5 12/31/15 |
|-------------------------|----------------------------|------------------------|------------|
| | | | |
| | | | |

| New Renewal | 1) Mandated Program: | Yes 🛭 | No 🗌 |
|--------------------------|--|-------|------|
| Amendment 🖂 | 2) Comptroller Approval Form Attached: | Yes 🖂 | No 🗌 |
| Time Extension | 3) CSEA Agmt. § 32 Compliance Attached: | Yes 🖂 | No 🗌 |
| Addl: Funds | 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes 🗌 | No 🛛 |
| Blanket Resolution RES# | 5) Insurance Required | Yes 🛚 | No 🗌 |

Agency Information

| Vendor | | | | |
|---|---|--|--|--|
| Name Summit Security Services, Inc. | Vendor ID#132896421 | | | |
| Address 390 Rexcorp Plaza Uniondale, New York 11556 | Contact PersonKimberly Bentley
E-mail kbentley:@summitsecurity.com | | | |
| amondate, Now York 17550 | Phone 631 227-3182
Fax:516 542-1285 | | | |

| Co | unty Department |
|------------|-----------------------------|
| Departmen | Contact Michael A. Kanowitz |
| Address 60 | Charles Lindbergh Blvd. |
| Phone 516 | 5 227-7452 |

Routing Slip

| DATE
Rec'd. | DEPARTMENT | Internal Verification | Appv'd&
Fav'd. | SIGNATURE | Leg, Approval
Required |
|----------------|---------------------|--|-------------------|--------------|--|
| | Department | NIFS Entry (Dept)
NIFS Appvl (Dept. Head) | 12/14/12 | Ind | |
| | ОМВ | NIFS Approval | U23/5 | William Coté | Yes No No Not required if blanket resolution |
| 1/2/2/ | County Attorney | CA RE & Insurance
S'erification | 1/24/5 | a, mitia | |
| 11 26/15 | County Attorney | CA Approval as to form | 1/28/15 | MPh | |
| | Legislative Affairs | Fw'd Original Contract to
CA | | | |
| | Rules 🗌 / Leg. 🗍 | | | | Yes No 🗓 |
| | County Attorney | NIFS Approval | 123/2K | Ví Sile | |
| | Comptroller | NIFS Approval | 1 3/3/15 | My sn | 3/2/15 |
| | County Executive | Notarization
Filed with Clerk of the Leg. | Boyales | 1111 | |



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, as well as fraud among service | use within programs
providers and the Id | such as Temporary
eation of delinquent | Assistance for Needy Families, Safety parents to enforce child support obli | Net, Food Stamps, |
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| Method of Proc | curement: RFP | | | | | |
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| Dengueamant L | listorii Wa had | hean contracting with Iversan & | Biondo since 2005 | Iversen & Biondo w | as taken over by Summit Security Set | rvices effective May |
| 1, 2009. All req | uested documen | tation was provided and it was a | approved to continue | the contract with S | ummit Security Services. | |
| County to iden | tify payments to | ons: The services to be provided which recipients or service provered by the Nassau County Depa | viders are not entitle | d, or potential fraud | shall consist of investigative services
in the provision or receipt of, or app
ent). | requested by the lication for, benefits, |
| Impact on Fun | ding / Price Ana | llysis: FEDERAL 50% State 25° | % County 25% | | | |
| Change in Con | tract from Prior | r Procurement: No Change | | | | |
| Recommendat | ion: (approve as | submitted) | | | | |
| A dirigo: | mont In | formation | | | | |
| | | formation | Territoria managina de de | | | Challes and second and a |
| BUDGET | CODES | FUNDING SOURCE | AMOUNT | LINE | INDEX/OBJECT CODE | AMOUNT |
| Fund: | GEN | Revenue Contract | XXXXXX | 1 | | \$ |
| Control: | 20 | County | \$193,857.00 | 2 | | \$ |
| Resp: | 2100 | Federal | \$387,714.00 | 3 | | \$ |
| - | 1 | | 1 | - · · · · · · · · · · · · · · · · · · · | | |

| BUDGET CODES | | | | |
|-----------------|-------|--|--|--|
| Fund: | GEN | | | |
| Control: | 20 | | | |
| Resp: | 2100 | | | |
| Object: | DE500 | | | |
| Transaction: CQ | | | | |

| RENEW | AL |
|------------|----|
| % Increase | |
| % Decrease | |

| FUNDING SOURCE | AMOUNT |
|------------------|--------------|
| Revenue Contract | XXXXXXX |
| County | \$193,857.00 |
| Federal | \$387,714.00 |
| State | \$193,857.00 |
| Capital | \$ |
| Other | \$ |
| TOTAL | \$775,428.00 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|------|-------------------|--------------|
| 1 | | \$ |
| 2 | | \$ |
| 3 | | \$ |
| . 4 | SSGEN2100/DE500 | \$775,428.00 |
| 5 | | `\$ |
| 62. | U (moto) 1/28/15 | \$ |
| | TOTAL | \$775,428.00 |

| Decrease | Document Prepared By: | | Date: | | | |
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| | - | | <u> </u> | | | |
| NI | FS Certification | Comptroller Certification | County Executive Approval | | | |
| | | Legrify that an unencumbered balance sufficient to cover this contract is | Name | | | |

| | I certify that this document v | vas accepted into NIFS. | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name // // |
|------|--------------------------------|-------------------------|---|-----------------------|
| Name | | (Q) | Name | Date 2/9/15 |
| Date | | 3/7/16 | Date 3/3/1+ | (For Office Use Only) |

116302

AMENDMENT NO. II

This AMENDMENT, dated as of January 1, 2015, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Summit Security Services, Inc., a for-profit corporation, having its principal office at 390 Rexcorp Plaza, Uniondale, New York 11556 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS12000141 between the County and the Contractor, executed on behalf of the County on February 1, 2013 as amended by the amendment executed on behalf of the County on May 8, 2014 (as so amended the "Original Agreement"), the Contractor provides Investigation services for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of this Agreement is from January 1, 2012 through December 31, 2014 with an option to renew under the same terms and conditions for three (3) additional one (1) year periods. (the "Original Term);

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Two Million Two Hundred Twenty Eight Thousand One Hundred Seventy Eight Dollars and 00/100 (\$2,228,178.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

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

- 1. <u>Renewal Term.</u> The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "<u>Amended Agreement</u>"), shall be December 31, 2015.
- 2. <u>Maximum Amount.</u> The Maximum Amount in the Original Agreement shall be increased by Seven Hundred Seventy Five Thousand Four Hundred Twenty Eight Dollars and 00/100 (\$775,428.00), payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Three Million Three Thousand Six Hundred Six Dollars and 00/100 (\$3,003,606.00) (the "<u>Amended Maximum Amount</u>").

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

SUMMIT SECURITY SERVICES, INC

| Ву: |
|--------------------------------|
| Name: Nicholas M. Auletta |
| Title: Vice President |
| Date: December 8, 2014 |
| |
| NASSAU COUNTY |
| By: Clife |
| Name: (/lotola Robused |
| Title: Deputy County Executive |
| Data: 2/27/4 |

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- 3. <u>Daily Rates.</u> Section 6. <u>Payment</u>, Subparagraph (a)(ii)(C) of the Original Agreement, shall be amended and shall now read:
- (C) Daily Rates for January 1, 2015 through December 31, 2015 shall be as follows:

| (I) | Level 1 Investigators | \$267.65 |
|-------------|-----------------------|----------|
| $_{i}$ (II) | Level 2 Investigators | \$338.35 |
| * (III) | Level 3 Investigators | \$429.25 |

The daily rates are inclusive of all Contractor expenses, including but not limited to research charges, travel expenses, payments to doctors for office visits and equipment. Contractor agrees that Contractor and Contractor Agents will maintain accurate records of time expended in a form acceptable to the County. Experience and staffing levels for investigators are further defined in Section 3 above.

4. <u>Full Force and Effect</u>. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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| STATE OF NEW YORK) | • |
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| | |
|)SS.: | |
| COUNTY OF NASSAU) | |
| | |
| an a | 201416 |
| On the day of OECEMBER. | in the year 201 4 before me personally came |
| NICHOLAS M. AULETTA to me personally | known, who, being by me duly sworn, did depose |
| and say that he or she resides in the County of | ; that he or she is a Deputy |
| County Executive of the County of Nassau, the | e municipal corporation described herein and |
| | the or she signed his or her name thereto pursuant |
| to Section 205 of the County Government Law | v of Nassau County. |
| NOTARY PUBLIC | SUSAN A. GREENBERG Notary Public, State of New York No. 01GR8090749 Qualified in Nassay County Commission Expires: 478/1-21, 2015 |
| STATE OF NEW YORK) | Commission Expires: 777 (2-1-77 (2-0)) |
|)ss.: | |
| COUNTY OF NASSAU) | |
| and say that he or she resides in the County of | that he or she signed his or her name thereto by |
| NOTARY PUBLIC | Annothe a Petrucco |

CONSCITE A PETITED NEW YORK NO. 01 New York No. 01 PETITE SO23

Outlified in Nassau County Commission Expires April 02, 20



Department: County Attorney

E-135-16

Yes 🛛 No 🗌

Contract Details

SERVICES: Outside Counsel

| New Renewal | 1) Mandated Program: | Yes 🔲 | No 🛛 |
|--------------------|--|-------|------|
| Amendment #1 | 2) Comptroller Approval Form Attached: | Yes 🖂 | No 🗌 |
| Time Extension 🖂 | 3) CSEA Agmt. § 32 Compliance Attached: | Yes 🔲 | No 🛛 |
| Addl. Funds | 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes 🖂 | No 🗌 |
| Blanket Resolution | | | |

5) Insurance Required

NIFS ID #: <u>CLAT16000021</u> NIFS Entry Date: <u>05/13/2016</u> Term: <u>October 1, 2014-September 30, 2015</u>

Agency Information

RES#

| Vendo |)L |
|--|------------------------------|
| Name Pannone Lopes Devereaux & West, LLC | Vendor ID#
113769678 |
| Address 81 Main Street Suite 510 | Contact Person Josh Meyer . |
| White Plains, New York 10601 | Phone (914) 898-2429 |

| County Department |
|------------------------------------|
| Department Contact
Jaclyn Delle |
| Address |
| 1 West Street |
| Mineola, New York 11501 |
| Phone (516) 571-3034 |

Routing Slip

| DATE
Rec'd. | DEPARTMENT | Internal Verification | est il | DATE:
Appv'd&
Fw'd. | SIGNATURÉ | | Leg. Approval |
|----------------|---------------------|--|--------|---------------------------|-----------|--------|---|
| | Department | NIFS Entry (Dept)
NIFS Appvl (Dept. Head) | | | COP 14 | | |
| | ОМВ | NIFS Approval | | 5 13 16 | Mon | it | Yes No Not required if blanket resolution |
| 5/16/16 | County Attorney | CA RE&I Verification | W | 5/16/16 | Jacly Son | Ę | |
| 8/14/14 | County Attorney | CA Approval as to form | 9 | 8/16/16 | Yackens | 1 for | Yes No 🗌 |
| 5/14/16 | Legislative Affairs | Fw'd Original K to CA | | 5/10/16 | Samuelas | The | |
| | Rules | | | | | - 0 | en e |
| | County Attorney | NIFS Approval | | | | | 74725 |
| | County Comptroller | NIFS Approval | | | Ol 18 | Solp W | |
| 5/16/6 | County Executive | Notarization
Filed with Clerk of the Leg. | | 5/6/16 | and fill | EBK no | |



Contract Summary

| N. C. |
|---|
| Description: Amendment #1 to an outside counsel contract. |
| Purpose: This is an amendment to an outside counsel contract to represent the County with respect to various employment and labor law related legal issues, as may be requested by the County Attorney of their designee. This is an amendment to renew the contract and increase the maximum amount. |
| Method of Procurement: This is a contract amendment. See below for the procurement history. |
| a constact amonament. See below for the procurement history. |
| |
| Na in the second se |
| Progurament History A. Donnet C. O. N.G. |
| Procurement History: A Request for Qualifications was issued and a panel of law firms/lawyers was established. The firm Pannone Lopes Devereaux & West, LLC has been added to this panel. The firm has been added to this panel. |
| |
| |
| services that are being provided, the services require a certain level of expertise so an increased hourly rate above the firm's panel rate submission has been authorized for this agreement. |
| Description of General Provisions: As described above. |
| |
| Impact on Funding / Price Analysis: \$295,00030Q max increase. |
| Change in Contract from Prior Procurement: N/A |
| t Contract from Prior Procurement: N/A |
| |
| Recommendation: Approve as submitted. |
| A 1 |
| Advisement Information |

| Fund: | GEN |
|--------------|-------|
| Control: | AT |
| Resp: | 1100 |
| Object: | DE502 |
| Transaction: | |

| FUNDING SOURCE | AMOUNT |
|------------------|--------------|
| Revenue Contract | XXXXXXX |
| County | \$295,000.00 |
| Federal | \$ |
| State | \$ |
| Capital | \$ |
| Other | \$ |
| TOTAL | \$295,000.00 |

| LINE | INDEX/OBJECT CODE | AMOUNT* |
|------|-------------------|--------------|
| 1 | ATGEN1100/DE502 | \$295,000.00 |
| 2 | | \$ |
| 3 | | \$ |
| 4 | | \$ |
| 5 | | \$ |
| 6 | | \$ |
| | TOTAL | \$295,000.00 |

| RENEV | VAL: |
|------------|------|
| % Increase | |
| % Decrease | |

| cument Prepared By: | |
|---------------------|--|
|---------------------|--|

| | NIFS Certification | Comptroller Certification | The same of the sa |
|------|--|---|--|
| | I certify that this document was accepted into NIFS. | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name Name |
| Name | | Name | Date C//// |
| Date | : '. | Date | (For Office Use Only) |
| | | • ' : |] E #: |



Nassau County Interim Finance Authority

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

| 1. Vendor: | Pannone Lopes Devereaux & We | st, LLC (CLAT1600 | 00021) | |
|---|---|--|-----------------|-------------|
| 2. Dollar amount requiri | ng NIFA approval: \$ 295,000 | .00 | | |
| Amount to be encumbe | red: \$ 295,000.00 | | | |
| This is a N | lew Contract Advisement | Amendment | | |
| f advisement – NIFA only ne | ould be full amount of contract
eds to review if it is increasing funds
ould be full amount of amendment on | above the amount pro | eviously approv | ved by NIFA |
| . Contract Term: 10 | 1/2014-9/30/2017 | | | |
| Has work or services on th | is contract commenced? | | No | |
| If yes, please explain: | Counsel continuing services as a | mendment is sent t | hrough appro | vals |
| 4. Funding Source: | | | | - |
| ✓ General Fund (GEN) Capital Improvement Other | Fund (CAP) Grant Fund | nd (GRT)
Federal % _
State % _
County % _ | | |
| s the cash available for the fu | l amount of the contra 43 | | | |
| If not, will it require a fut | | Yes | No
No | |
| las the County Legislature ap | proved the borrowing? | | No | N/A |
| as NIFA approved the borro | ving for this contract? | | No | |
| . Provide a brief descript | ion (4 to 5 sentences) of the item | | | |
| This is an amendment to a and labor law related legal | n outside counsel contract to represen
issues, as may be requested by the C
ontract and increase the maximum am | nt the County with resp | | |
| . Has the item requested | herein followed all proper proc | edures and thereb | y approved b | ov the: |
| | | | I/A | |
| 2 * | citation to the resolution where | | | ovided: |
| | | | | |
| Identify all contracts (wi | th dollar amounts) with this or | an affiliated na-t- | varithin 17- | |
| CLAT15000032 (CC | AT12000010) max amount | \$395,000 andu | mborod on | AJEJOOJO. |
| CLAT15000033 (CC | AT12000011) max amount | \$395,000, encu | mbered on | 4/5/2016. |

AUTHORIZATION

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

| Rosenn | n Valler | 5/15/16 |
|--|---|---|
| Signature | Title | Date |
| E. State | | |
| Print Name | | |
| $\frac{\mathbf{v}}{\mathbf{v}} = \frac{\mathbf{v}}{\mathbf{v}}$ | COMPTROLLER'S | OFFICE |
| Multi-Year Financial 1 | Nassau County Approved Budget as
Plan. | ormation listed is true and accurate and is in and not in conflict with the Nassau County |
| Regarding funding, pl | ease check the correct response: | |
| I certify that the | e funds are available to be encumbe | red pending NIFA approval of this contract. |
| If this is a capital projection I certify that the Budget is availab | bonding for this contract has been appr | oved by NIFA.
t the project requires NIFA bonding authorization |
| Signature | Title | Date |
| Print Name | | |
| | NIFA | |
| Amount being approve | ed by NIFA: | _ |
| Signature | Title | Date |
| | THE | Date |
| Print Name | | |
| I HILL INGILIE | | |

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

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

NIFA reserves the right to request additional information as needed.

George Maragos Comptroller



OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

| CONTRACTOR
(CLAT16000021) | NAME: | <u>Pannone</u> | Lopes | Devereau | x & | West, | LLC |
|--|--|----------------------------|--|--|----------------------------------|--------------------------------|------------------|
| CONTRACTOR A | | | eet, Suite | e 510, White | Plains | , NY 106 | <u>01</u> |
| <i>Instructions:</i> Please roman numerals, an | check the | e appropri
all the requ | ate box e | ("☑") after
ormation. | one of | f the fol | lowing |
| I. □ The contract was for sealed bids. The in[date]. The sealed bids sealed bids were received. | ne contract were public | was awarded | after a r | request for so | ealed bio | ds was pu | ublished |
| II. The contractor The Contract was e advertisement in email to interested partie on evaluation committee co | intered info [date]. Pote es and by put [date]. onsisted of: | after a wential proposer | ritten req
s were mad
[new
le County r
[state #] pro | uest for pr
le aware of the
spaper], postin
procurement w
oposals were r | oposals
availabing on induces | was issulity of the ustry webs | RFP by ites, via |
| committee and their resp
scoring and ranking, the l | ective depart | ments). The r | proposals w | ere scored and | (li
d ranked. | st # of per
As a resul | sons on |

III. X This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on December 1, 2014. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a Request for Qualifications was issued and a panel of law firms/lawyers was established. The firm Pannone Lopes Devereaux & West, LLC has been added to this panel. The firm has been determined to be qualified by the Department in the areas of employment and labor law, based on the firm's experience, expertise in the subject matters, and availability. Due to the type of legal services that are being provided, the services require a certain level of expertise so an increased hourly rate above the firm's panel rate submission has been authorized for this agreement. 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. \square 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 through a New York State Office of General Services contract , 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 2 agreement.

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

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

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

<u>Instructions with respect to Sections VIII, IX and X:</u> All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

IX. □ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

No.

Dated: May 12, 2016

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

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

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

Vendor: Pannone Lopes Devereaux & West LLC

Print:

Teno A. West

Title:

Principal

Business History Form

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

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

| (US | BE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS). |
|-----|--|
| Da | te: <u>March 25, 2016</u> |
| 1) | Bidder's/Proposer's Legal Name: Pannone Lopes Devereaux & West LLC |
| 2) | Address of Place of Business: 81 Main Street, Suite 510, White Plains, NY 10601 |
| Lis | t all other business addresses used within last five years: See Attached |
| 3) | Mailing Address (if different): N/A |
| | one :914-898-2400 |
| Do | es the business own or rent its facilities? Rent |
| 4) | Dun and Bradstreet number: 624113176 |
| 5) | Federal I.D. Number: 11-3769678 |
| 6) | The bidder/proposer is a (check one): Sole Proprietorship Partnership Corporation XX Other (Describe) Limited Liability Company |
| 7) | Does this business share office space, staff, or equipment expenses with any other business? Yes No _xx |
| 8) | Does this business control one or more other businesses? Yes Noxx |
| 9) | Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes No XX |
| 10) | Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes No XX _ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract) |
| | |

PANNONE LOPES DEVEREAUX & WEST LLC Current Business Addresses (other than White Plains)

NEW YORK

90 State Street. Suite 700 Albany, NY 12207

626 Rex Corp Plaza Uniondale, NY 11556

FLORIDA -

925 South Federal Highway, Suite 715 Boca Raton, FL 33423

1111 Lincoln Road, Suite 400 Miami Beach, FL 33139

MASSACHUSETTS

75 Arlington Street, Suite 500 Boston, MA 02116

CONNECTICUT

100 Pearl Street, 14th Floor Hartford, CT 06103

RHODE ISLAND

317 Iron Horse Way, Suite 301 Providence, RI 02908 PANNONE LOPES DEVEREAUX & WEST LLC
Prior Business Addresses

NEW YORK

100 Church Street New York, NY 10007

250 Park Avenue, 7th Floor New York, NY 10177

FLORIDA

22 Southeast 4th Street Boca Raton, FL 33423

| ш тёs, s | bidder/proposer, during the past seven years, been declared bankrupt? Yes No <u>xx</u> tate date, court jurisdiction, amount of liabilities and amount of assets |
|--|--|
| business
federal,
owner a
civil anti-
such inv | ast five years, has this business and/or any of its owners and/or officers and/or any affiliated is, been the subject of a criminal investigation and/or a civil anti-trust investigation by any state or local prosecuting or investigative agency? And/or, in the past 5 years, have any and/or officer of any affiliated business been the subject of a criminal investigation and/or a trust investigation by any federal, state or local prosecuting or investigative agency, where estigation was related to activities performed at, for, or on behalf of an affiliated business. No _x If Yes, provide details for each such investigation |
| - 1 | |
| business federal, of an affi but not li individua details fo Securit counsel investi | ast 5 years, has this business and/or any of its owners and/or officers and/or any affiliated is been the subject of an investigation by any government agency, including but not limited to state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer iliated business been the subject of an investigation by any government agency, including imited to federal, state and local regulatory agencies, for matters pertaining to that all's position at or relationship to an affiliated business. Yes X No If Yes, provide or each such investigation. In 2015, PLDW received subpoenas from the U.S. ites and Exchange Commission ("SEC") in connection with its role as Bond for two related clients that had previously become subjects of an SEC gation. |
| either be
pertaine | current or former director, owner or officer or managerial employee of this business had, efore or during such person's employment, or since such employment if the charges d to events that allegedly occurred during the time of employment by the submitting s, and allegedly related to the conduct of that business: |
| either be
pertaine | efore or during such person's employment, or since such employment if the charges d to events that allegedly occurred during the time of employment by the submitting |
| either be
pertaine | efore or during such person's employment, or since such employment if the charges d to events that allegedly occurred during the time of employment by the submitting s, and allegedly related to the conduct of that business: a) Any felony charge pending? No XX Yes If Yes, provide details for each such |
| either be
pertaine | efore or during such person's employment, or since such employment if the charges d to events that allegedly occurred during the time of employment by the submitting s, and allegedly related to the conduct of that business: a) Any felony charge pending? No XX Yes If Yes, provide details for each such |
| either be
pertaine
business | b) Any misdemeanor charge pending? No XX Yes If Yes, provide details for each such charge. c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No XX Yes If Yes, provide details for each such charge. |
| either be
pertaine | efore or during such person's employment, or since such employment if the charges d to events that allegedly occurred during the time of employment by the submitting s, and allegedly related to the conduct of that business: a) Any felony charge pending? No XX Yes If Yes, provide details for each such charge b) Any misdemeanor charge pending? No XX Yes If Yes, provide details for each such charge c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which |

| 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 resp to any professional license heid? No _xx_ Yes If Yes, provide details for each such instance. 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay a applicable federal, state or local taxes or other assessed charges, including but not limited to wat and sewer charges? No _xx_ Yes If Yes, provide details for each such year. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire. 17) Conflict of Interest: a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts existinglease expressly state "No conflict exists." (i) Any material financial relationships that your firm or any firm employee has that macreate a conflict of interest or the appearance of a conflict of interest in acting on behalt Nassau County | ٠. | occurrence. |
|--|-------------------------------------|--|
| business had any sanction imposed as a result of judicial or administrative proceedings with resp to any professional license held? No _xx_ Yes, If Yes, provide details for each such instance | *,
! | |
| business had any sanction imposed as a result of judicial or administrative proceedings with resp to any professional license held? No _xx_ Yes |
 | |
| 6) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay a applicable federal, state or local taxes or other assessed charges, including but not limited to wath and sewer charges? No_xx_Yes if Yes, provide details for each such year. Provide a detailed response to all questions checked "YES." If you need more space, photocopy the appropriate page and attach it to the questionnaire. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire. 7) Conflict of Interest: a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts existing 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 behalt 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 acting on behalf of Nassau County. No conflict exists b) Please describe procedures your firm has, or would adopt, to assure the County that appearance on a conflict of interest acting on behalf of Nassau County. No conflict exists | business
to any pr | had any sanction imposed as a result of judicial or administrative proceedings with respect ofessional license held? No _xx_ Yes; If Yes, provide details for each such |
| applicable federal, state or local taxes or other assessed charges, including but not limited to wat and sewer charges? No xx Yes If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the propriate page and attach it to the questionnaire. 7) Conflict of Interest: a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts existing 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 behalt 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 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 procedures your firm has, or would adopt, to assure the County that appearance of interest would not exist to use of first interest in the following that any conflict of interest in the following that any conflict of interest in the following that any conflict of interest in acting on behalf of Nassau County No conflict exists | | |
| 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) 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 macreate a conflict of interest or the appearance of a conflict of interest in acting on behat 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 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 procedures your firm has, or would adopt, to assure the County that a conflict of interest would not oriented to use for your firm has, or would adopt, to assure the County that a conflict of interest would not oriented to your firm has, or would adopt, to assure the County that a conflict of interest would not oriented to your firm has, or would adopt, to assure the County that a conflict of interest would not oriented to your firm has, or would adopt, to assure the County that a conflict of interest would not oriented to your firm has, or would adopt, to assure the County that a conflict of interest would not oriented to your firm has, or would adopt, to assure the County that a conflict of interest would not oriented to your firm has, or would adopt, to assure the County that a conflict of interest in a conflict or interest in the firm or any firm has with any oriented to your firm has out firm has a conflict or interest in a con | applicabl
and sewe
detailed i | e federal, state or local taxes or other assessed charges, including but not limited to water er charges? No xx Yes If Yes, provide details for each such year. Provide a response to all questions checked 'YES'. If you need more space, photocopy the late page and attach it to the questionnaire. |
| ppropriate page and attach it to the questionnaire. 7) Conflict of Interest: a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts existing 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 behalt 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 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 procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the father. | | |
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ppropriate p | tailed response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire. |
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ple | Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, ase expressly state "No conflict exists." |
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| b) Please describe procedures your firm has, or would adopt, to assure the County that a | | appearance of a conflict of interest in acting on behalf of Nassau County. |
| conflict of interact would not exist for your firm in the future | | No contlict exists |
| Seeanext inapperting | b) | |
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17) Conflicts of Interest:

PLDW is not aware of any current ethical conflicts of interest in representing the County with regard to this and any future engagement. There is neither any material financial relationship that the firm or firm employee has with the County nor any familial relationship between any firm employee and a County public servant that may create any appearance of a conflict of interest. Although our practice encompasses a wide range of matters, we have only represented municipalities and government agencies in the area. As a result, we do not anticipate a conflict of interest with any private party in the future.

In order to prevent conflicts of interest from arising with respect to new engagements, PLDW employs a sophisticated computer platform that immediately identifies conflicts. PLDW does not accept any new engagement without first vetting all potentially adverse parties through its billing and conflict system followed by a review from its intake committee. Prior to accepting a new client engagement, PLDW enters the name of the prospective client, nature of the engagement, all prospective parties involved in the matter, including related and adverse. The PLDW system compares all names entered as well as those currently included in our contact and former client list.

The list of PLDW current and former clients and representations is maintained on a firm-wide computerized database which is routinely updated as new representations are accepted. Conflict searches with respect to prospective representations are conducted using this computerized database. The computerized conflict search produces a list of matters for existing and former clients that may represent possible conflicts. This list is printed out in hard copy and presented to the lawyer considering the new representation who then reviews the possible conflicts to rule out the existence of conflicts or to identify and resolve any conflicts, or to determine that a conflict would be created that cannot be resolved. In the last circumstance, the prospective representation would necessarily be declined. PLDW does not accept representation of a prospective client whose interests are directly adverse to the interests of an existing client unless and until all ethical conditions are met to obtain a waiver. In the event a conflict of interest arose during this engagement, PLDW would notify the County immediately of the conflict.

| A. Include a resume or detailed description of the bidder's/proposer's professional qualification demonstrating extensive experience in your profession. Any prior similar experiences, and of these experiences, must be identified. | | | | | |
|---|---|---|--|--|--|
| | Should the bidder/proposer be other than an individual, the bid/proposal MUST include: | | | | |
| | i) | Date of formation; | | | |
| | ii) | Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; | | | |
| | iii) | Name, address and position of all officers and directors of the company; | | | |
| | iv) | State of incorporation (if applicable); | | | |
| | v) | The number of employees in the firm; | | | |
| | vi) | Annual revenue of firm; ** See attached. | | | |
| | vii). | Summary of relevant accomplishments | | | |
| | viii) | Copies of all state and local licenses and permits. | | | |
| В. | 3. Indicate number of years in business. | | | | |
| C. | | e any other information which would be appropriate and helpful in determining the s/proposer's capacity and reliability to perform these services. | | | |
| D. | Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work. | | | | |
| | Company | | | | |
| | Contact Person_ | | | | |
| | Address | | | | |
| | City/State | | | | |
| | Teleph | one | | | |

. 114

E-Mail Address

BHF (02/2016)

| Company |
|--|
| Contact Person |
| Address |
| City/State |
| Telephone |
| Fax.# |
| E-Mail Address |
| |
| Company |
| Company |
| Contact Person |
| Company Contact Person Address |
| Company Contact Person Address City/State |
| Company Contact Person Address |

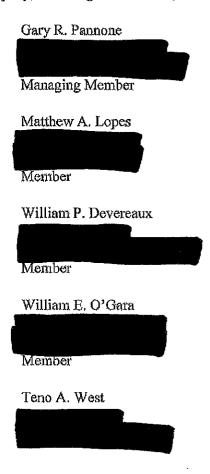
E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

Attachment to Business History Form

- 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.
 - Teno A. West's biography is included, along with additional members of the Municipal Infrastructure Team in Section III Attorney Biographies

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

- I. Date of Formation: February 6, 2006
- II. Name addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner:



- III. Name, address and position of all officers and directors of the company:

 No Officers or Directors
- IV. State of Incorporation: Rhode Island

V. The number of employees in the firm: 50

VI. Annual revenue of firm:

VII. Summary of relevant accomplishments:

A selection of our relevant accomplishments is set forth in Section II Qualifications and Experience

VIII. Copies of all state and local licenses and permits: See attached

- B. Indicate number of years in business: 10 years
- G. Provide any other information which would be appropriate and helpful in determining the proposer's capacity and reliability to perform these services:

A selection of our relevant accomplishments is set forth in Section II Qualifications and Experience

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:

Richard R. (Rob) Walker Chief Deputy County Executive Nassau County 1550 Franklin Avenue Mineola, NY 11501 (516) 571-3140 rrwalker@nassaucountyny.gov

Keith Braunfotel
General Counsel
Rockland County Solid Waste Management Authority
420 Torne Valley Road
Hillburn, NY 10931
(845) 634-7701
(845) 634-7710
keith@braunfotelandfrendel.com

Igor Sikiric
Executive Director
Town of North Hempstead Solid Waste Management Authority
220 Plandome Road
North Hempstead, NY 11030
(516) 869-7700
(516) 627-4204 (fax)
sikirici@northhempstead.com

) }-}-

| 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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES. |
|--|
| I, <u>Teno A. West</u> , being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity. |
| Sworn to before me this 21 day of March 2016 |
| Sworn to before me this A day of Wlard 2016 |
| Notary Public / Delay |
| / / ZACHARY KLEIN |
| Notary Public, State of New York No. 01KL6173930 |
| Qualified in Nassau County Commission Expires Dec. 01, 2011 |
| Name of submitting business: Pannone Lopes Devereaux & West LLC |
| By: Teno A. West Print name Signature |
| Principal/Partner |
| Title |
| 3 , 29 , /6 Date |

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on March 18, 2009.

Paul Barante

. Paul LaPointe Special Deputy Secretary of State

Rev. 06/07



APPLICATION FOR AUTHORITY OF

PANNONE LOPES DEVERBAUX & WEST LLC

(Insert name of Foreign Professional Sarvice Limited Liability Company)

Under Section 1306 of the Limited Liability Company Law

FIRST: The name of the foreign professional service limited liability company is:

PANNONE LOPES DEVERBAUX & WEST LLC

If the name does not contain a required word or abbreviation pursuant to Section 1306(a)(1) of the Limited Liability Company Law, the following word or abbreviation is added to the name for its use in this state:

SECOND: (A certificate of existence by an authorized officer of the jurisdiction of its formation must be attached to this application.) The jurisdiction of organization of the foreign professional service limited liability company is:

Rhode Island

THIRD: The foreign professional service limited liability company shall practice the profession(s)

THIRD: The foreign professional service limited liability company shall practice the profession(s) of law in the State of New York.

FOURTH: The foreign professional service limited liability is authorized to practice such profession(s) in the jurisdiction of its formation.

FIFTH: The city, incorporated ylliage or town and the county within this state in which its office is to be located is: Manhattan, New York County

(A county in New York State must be stated. Please note that the limited liability company is not required to have an actual physical office in this state.)

SIXTH: The Secretary of State is designated as agent of the foreign professional service limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process served against him or her is:

C T Corporation System 111 Bighth Avenue New York, NY 10011 SEVENTH: (Attach the appropriate contificate(s) from the licensing authority.) The name and address and, where applicable, the New York State license number of each professional within the foreign professional service limited liability company that are licensed to practice the profession or professions in New York State are:

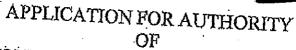
| NAMB | ADDRESS | LICENSE NUMBER |
|--------------------------|---|----------------|
| Teno A. West | 100 Church Street, 8th Floor,
New York, NY 10007 | 2602456 |
| Renata Benedini | 100 Church Street, 8th Floor,
New York, NY 10007 | 3967999 |
| William Anthony Lawrence | 100 Church Street, 8th Floor,
New York, NY 10007 | 4323705 |
| Josh John Meyer | 100 Church Street, 8th Floor,
New York, NY 10007 | 2814879 |

Dated: March 12, 2009

Gary R. Pannone, Member (Type or print name).

Lough Tannon (Signaturo)

Managing Member (Title of Signer)



PANNONE LOPES DEVERBAUX & WES

(Insert name of Poreign Professional Service Limited Liability Company)

Under Section 1306 of the Limited Liability Company Law

Bernadette Ferra, Pannone Lopes & Devereaux LLC Filed by: (Namo)

317 Iron Horse Way, Suite (Mailing address)

Providence, RI 02908 (City, State and 21P cade)

STATE OF NEW YORK DEPARTMENT OF STATE

MAR 18 2009 FILED

NOTE: This form was prepared by the New York State Department of State for filing an application for authority by a foreign professional service limited liability company. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at logal supply stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. The certificate must be submitted with a \$200 filing fee made payable to the Department of State.

(For office use only)

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SOB RAR IS PH 4: 05

DECEMED

SOORWAR IT FILLS

HECCINED !



State of Rhode Island and Providence Plantations A. Ralph Mollis

The Office of the Secretary of State of the State of Rhode Island and Providence Plantations, HEREBY CERTIFIES, that

PANNONE LOPES DEVEREAUX & WEST LLC

a Rhode Island limited liability company, filed articles of organization in this office on the 6th day of February, 2006; and

IT IS FURTHER CERTIFIED that as of this date said limited liability company is duly organized and existing under and by virtue of the laws of the State of Rhode Island and is in good standing according to the records of this office.

SIGNED AND SEALED the eleventh day of February, A.D., 2009

Societam of Clair

Secretary of State

BY 1/21/21/21

TO TO THE STATE OF
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/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

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

| 1. | Principal Name | Matthew A. Lopes, Jr. | |
|----|--|---|-------------|
| | Date of birth | | |
| | Home address | | |
| | City/state/zip | · · · · · · · · · · · · · · · · · · · | |
| | Business address | 317 Iron Horse Way, Suite 301 | |
| | | Providence, RI 02908 | |
| | Telephone | 401-824-5100 | |
| | Other present address(es) _ | | |
| | | | |
| | Telephone | • | |
| | List of other addresses and | telephone numbers attached | |
| 2. | President/T Chairman of Board/_ Chief Exec. Officer/_ | business and starting date of each (check all applicable) reasurer//Shareholder///Secretary// | |
| | | //_Partner// | |
| | (Other) Member | 3/1/06 | |
| 3. | 21 | est in the business submitting the questionnaire? | |
| 4. | Are there any outstanding lo contribution made in whole outstanding local in the contribution made in whole outstanding local in the contribution made in whole outstanding local in the contribution in the c | ans, guarantees or any other form of security or lease or any other type or in part between you and the business submitting the questionnaire? Notice details. | of
IO |
| 5. | Within the past 3 years, have | e you been a principal owner or officer of any business or not-for-profit one submitting the questionnaire? NO \underline{X} YES $\underline{\hspace{0.3cm}}$, If Yes, provide det | ails. |
| 6. | Has any governmental entity
the past 3 years while you w | wavarded any contracts to a business or organization listed in Section 5 were a principal owner or officer? NO \underline{x} YES $\underline{\hspace{1cm}}$ If Yes, provide detection of the provide detection of the provide detection of the provide detection of the provided and the provided are approximately supplied to the provided and the provided are approximately supplied to the provid | in
ails. |

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

| 9. | In addition to the information provided in response to the previous questions, in the past 5 years, have you |
|-----|--|
| | been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or |
| | local prosecuting or investigative agency and/or the subject of an investigation where such investigation |
| | was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated |
| | business listed in response to Question 5? NO X YES If Yes, provide details for each such |
| | investigation. |
| | |
| 10. | . In addition to the information provided, in the past 5 years has any business or organization listed in |
| | |

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

CERTIFICATION

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

Matthew A. Lopes, Jr.

I, Matthew A. Lopes, Jr.

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I, Matthew A. Lopes, Jr.

I, Matthew A. Lopes, Jr.

In Matthew A. Lopes,

Sworn to before me this ²⁹ day of ^{March} 20<u>16</u>

Notary Public

COC A RICCIO, NOTARY PUBLIC

SION EXPIRES 7-20-2018

Pannone Lopes Devereaux & West LLC
Name of submitting business

Matthew A. Lopes, Jr.
Print name

Principal/Partner

Title

3 / 29 / 2016

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

| 1. | Principal Name <u>William P. Devereaux</u> | _ | |
|----|---|---|------------|
| | Date of birth | | |
| | Home address | _ | |
| | City/state/zip | _ | |
| | Business address 317 Tron Horse Way; Suite 301 | | |
| | City/state/zip Providence, RT 02908 | | |
| | Telephone 401-824-5100 | ••• | |
| | Other present address(es) | _ | |
| | City/state/zip | _ | |
| | Telephone | | |
| | List of other addresses and telephone numbers attached | | |
| 2. | Positions held in submitting business and starting date of each (check all applicable) | | |
| | President/Treasurer/ | | |
| | Chairman of Board//Shareholder// | | |
| | Chief Exec. Officer// Secretary// | | |
| | Chief Financial Officer/Partner/ | | |
| | Vice President// | | |
| | (Other) Member 3/1/06 | | |
| 3. | Do you have an equity interest in the business submitting the questionnaire? NO YES _x If Yes, provide details. | | |
| 1. | Are there any outstanding loans, guarantees or any other form of security or lease or ar contribution made in whole or in part between you and the business submitting the ques YES If Yes, provide details. | ny other type of stionnaire? NO | |
| 5. | Within the past 3 years, have you been a principal owner or officer of any business or n organization other than the one submitting the questionnaire? NO X YES; If Yes | ot-for-profit
s, provide details | ; <u>.</u> |
| 3. | Has any governmental entity awarded any contracts to a business or organization listed the past 3 years while you were a principal owner or officer? NO \underline{x} YES $\underline{\hspace{1cm}}$ If Yes | I in Section 5 in
s, provide details | |
| | | | |

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

| In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO \underline{x} YES $\underline{\hspace{0.5cm}}$ If Yes, provide details for each such investigation. |
|---|
| investigation. |

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

CERTIFICATION

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

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

Sworn to before me this 30 day of March 2016

Moly a Solublia Geralyn A. Souvalian, notary public state of rhode island my commission expires 4/8/17

Pannone Lopes Devereaux & West LLC

Name of submitting business

William P. Devereaux

Print name

Signature

Principal/Partner

Title

<u>3 / 30 / 2016</u>

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/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

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

| 1. | Principal Name William E. O'Gara |
|----|--|
| | Date of birth |
| | Home address |
| | City/state/zip |
| | Business address 317 Iron Horse Way, Suite 301 |
| | City/state/zip Providence, RI 02908 |
| | Telephone 401-824-5100 |
| | Other present address(es) |
| | City/state/zip |
| | Telephone |
| | List of other addresses and telephone numbers attached |
| 2. | Positions held in submitting business and starting date of each (check all applicable) |
| | President/Treasurer// |
| | Chairman of Board/Shareholder// |
| | Chief Exec. Officer// Secretary// |
| | Chief Financial Officer/Partner// |
| | Vice President/ |
| | (Other) Member 3/1/06 |
| 3. | Do you have an equity interest in the business submitting the questionnaire? NO YES _X |
| 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? NOX_YES If Yes, provide details. |
| ō. | Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO \underline{X} YES $\underline{\hspace{0.5cm}}$; If Yes, provide details. |
| ŝ. | Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO \underline{X} YES $\underline{\hspace{0.5cm}}$ If Yes, provide details. |

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

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

NO <u>X</u> YES <u>If Yes, provide details for each such occurrence.</u>

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| 9. | In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO \underline{x} YES \underline{y} If Yes, provide details for each such investigation. |
|-----|--|
| 10. | In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO \underline{x} YES $\underline{\hspace{0.3cm}}$ If Yes; provide details for each such investigation. |
| 11. | In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO _X YES If Yes; provide details for each such instance. |
| 12. | For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES If Yes provide details for each such year. |

CERTIFICATION

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

I, <u>William E. 0'Gara</u>, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 31 st day of March 2016

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

| | | · | |
|-----|--|---|------------------------------------|
| 1. | Principal Name | Teno A. West | |
| | Date of birth _ | | |
| | Home address | | |
| | City/state/zip | | |
| | Business address | 81 Main Street, Suite 510 | _ |
| | City/state/zip | White Plains, NY 10601 | |
| | Telephone | 914-898-2400 | |
| | |) | |
| | | | |
| 46, | Telephone | | |
| | | d telephone numbers attached | |
| 2. | Positions held in submittin | g 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> </u> | |
| | (Other) Member 2 | 2/13/2009 | |
| 3. | Do you have an equity into NO YES X If Yes | erest in the business submitting the questionnaire?
c, provide details. 20% | |
| 1. | Are there any outstanding contribution made in whole X YES If Yes, pro | loans, guarantees or any other form of security or lease or any
e or in part between you and the business submitting the quest
ovide details. | other type of ionnaire? NO |
| 5. | Within the past 3 years, had organization other than the | ave you been a principal owner or officer of any business or not a one submitting the questionnaire? NO X YES; If Yes, | -for-profit
provide details. |
| 3, | Has any governmental ent
the past 3 years while you | tity awarded any contracts to a business or organization listed in were a principal owner or officer? NO $\frac{X}{X}$ YES If Yes, | n Section 5 in
provide details. |
| | | | |

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

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

YES ____ If Yes, provide details for each such conviction.

NO X YES ___ If Yes, provide details for each such occurrence.

| 9. | In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO $\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ $ |
|-----|--|
| 10, | In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO \underline{x} YES $\underline{\hspace{0.3cm}}$ If Yes; provide details for each such investigation. |
| 11. | In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES If Yes; provide details for each such instance. |
| | For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO _x YES If Yes, provide details for each such year. |

CERTIFICATION

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

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

Sworn to before me this 29 day of March 2016

Notary Public

ZACHARY KLEIN
Notary Public, State of New York
No. 01KL6173930
Qualified in Nassau County
Commission Expires Dec. 01, 20

<u>Pannone Lopes Devereaux & West LLC</u> Name of submitting business

Teno A. West

Print name

Signature

Principal/Partner

Title

____ Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

| 1. | Principal Name Gary R. Pannone |
|----|--|
| | Date of birth |
| | Home address |
| | City/state/zip |
| | Business address 317 Iron Horse Way, Suite 301 |
| | City/state/zip Providence, RI 02908 |
| | Telephone 401-824-5100 |
| | Other present address(es) |
| | City/state/zip |
| | Telephone |
| | List of other addresses and telephone numbers attached |
| 2. | Positions held in submitting business and starting date of each (check all applicable) |
| | President/Treasurer// |
| | Chairman of Board/Shareholder// |
| | Chief Exec. Officer// Secretary// |
| | Chief Financial Officer//Partner// |
| | Vice President/ |
| | (Other) Member 3/1/06 |
| 3. | Do you have an equity interest in the business submitting the questionnaire? NO YES _x If Yes, provide details. 20% |
| 4. | Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES If Yes, provide details. |
| 5. | Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO $\frac{X}{X}$ YES; If Yes, provide details. |
| 6. | Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO $\frac{X}{X}$ YES If Yes, provide details. |

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

| 9. | In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO \underline{X} YES $\underline{\hspace{0.5cm}}$ If Yes, provide details for each such investigation. |
|-----|---|
| 10. | In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO \underline{X} YES $\underline{\hspace{0.3cm}}$ If Yes; provide details for each such investigation. |
| 11. | In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES If Yes; provide details for each such instance. |
| 12. | For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO \underline{X} YES $\underline{\hspace{0.3cm}}$ If Yes, provide details for each such year. |

CERTIFICATION

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

Sworn to before me this day of

2016

Notary Public

Pannone Lopes Devereaux & West LLC Name of submitting business

Gary R. Pannone

Print name

Signature

Managing Partner

Title

Dato

COUNTY OF NASSAU

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

| 1. Name of the Entity: Pannone Lopes Devereaux & West LLC |
|--|
| Address: 81 Main Street, Suite 510 |
| City, State and Zip Code: White Plains, New York 10601 |
| 2. Entity's Vendor Identification Number: 11-3769678 |
| 3. Type of Business:Public CorpPartnershipJoint Venture |
| x Ltd. Liability CoClosely Held CorpOther (specify) |
| 4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary): |
| Gary R. Pannone, 317 Iron Horse Way, Suite 301, Providence, RI 02908 |
| Matthew A. Lopes, 317 Iron Horse Way, Suite 301, Providence, RI 02908 |
| William P. Devereaux, 317 Iron Horse Way, Suite 301, Providence, RI 02908 |
| William E. O'Gara, 317 Iron Horse Way, Suite 301, Providence, RI 02908 |
| Teno A. West, 81 Main Street, Suite 510, White Plains, New York 10601 |
| 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. |
| Gary R. Pannone, 317 Iron Horse Way, Suite 301, Providence, RI 02908 |
| Matthew A. Lopes, 317 Iron Horse Way, Suite 301, Providence, RI 02908 |
| William P. Devereaux, 317 Iron Horse Way, Suite 301, Providence, RI 02908 |
| William E. O'Gara, 317 Iron Horse Way, Suite 301, Providence, RI 02908 |
| Teno A. West, 81 Main Street, Suite 510, White Plains, New York 10601 |

Rev. 3-23-2016

Page 2 of 4

| 6 I jet all offiliated and valeted communics and their valetionship to the firm antered up the |
|--|
| 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. |

| | formance of the contract. |
|---|--|
| NONE | |
| 11.5 | |
| | |
| | |
| | |
| before Na
committed
Planning
developm
term "lob | on retained, employed or designated by any client to influence - or promote a matter assau County, its agencies, boards, commissions, department heads, legislators or es, including but not limited to the Open Space and Parks Advisory Committee and Commission. Such matters include, but are not limited to, requests for proposals, ent or improvement of real property subject to County regulation, procurements. The byist" does not include any officer, director, trustee, employee, counsel or agent of the Nassau, or State of New York, when discharging his or her official duties. (a) Name, title, business address and telephone number of lobbyist(s): |
| NONE | |
| | |
| | |

| (b) Describe lobbying activity of each lobbyist. See below for a complete deslobying activities. NONE | |
|---|--------------|
| | scription of |
| NONE | |
| | |
| | |
| · | |
| (c) List whether and where the person/organization is registered as a lobbyist County, New York State): | (e.g., Nassa |
| NONE | |
| | |
| | |
| | |

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

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

Dated: 5 //2 //6

Signed: Teno A. West

Title: Principal

Page 4 of 4

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

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND
PANNONE LOPES DEVEREAUX & WEST, LLC

WHEREAS, the County has negotiated an amendment to a personal services contract with Pannone Lopes Devereaux & West, LLC to provide legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the said amendment
to a personal services contract with Pannone Lopes Devereaux & West, LLC

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, with an office located at 81 Main Street, Suite 510, White Plains, New York 10601 ("Counsel" or "Contractor").

WITNESSETH:

Ši-

WHEREAS, pursuant to County contract number CQAT14000027 between the County and Counsel, executed on behalf of the County on December 1, 2014 (the "Original Agreement"), Counsel provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"), and

WHEREAS, the term of the Original Agreement is from October 1, 2014 until September 30, 2015, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may renew the Original Agreement under the same terms and conditions for four (4) additional one (1) year periods (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Hundred Seventy-five Thousand Dollars (\$175,000,00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise two (2) of the four (4) options to renew by extending the Original Term and increasing the Maximum Amount.

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

- 1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be September 30, 2017.
- 2. <u>Maximum Amount.</u> The Maximum Amount in the Original Agreement shall be increased by Two Hundred Ninety-five Thousand Dollars (\$295,000.00) (the "<u>Amendment Maximum Amount</u>"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be Four Hundred Seventy Thousand Dollars (\$470,000.00) (the "<u>Amended Maximum Amount</u>").
- 3. <u>Full Force and Effect</u>. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

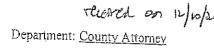
IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

| | opes Devereaux & West, LLC | |
|----------------------------------|---|--|
| By:
Name:_
Title:
Date: | Josk J. Mayer Partner May 12, 2016 | |
| NACCALL | | |
| NASSAU (| CONTY | |
| - | | |
| By: | | |
| By:
Name:_
Title: | County Executive | |
| Name:_ | County Executive Deputy County Executive | |

PLEASE EXECUTE IN BLUE INK

| STATE OF NEW YORK) | |
|--|--|
|)ss.:
COUNTY OF NASSAU)
Westcheiter | - |
| On the 12th day of 10sh 5 Meyer to and say that he or she resides i | in the year 20 before me personally came personally known, who, being by me duly sworn, did deposin the County of that he or she is the |
| herein and which executed the | above instrument; and that he or she signed his or her name of directors of said corporation. |
| MOTARY PUBLIC | ZACHARY KLEIN Notary Public, State of New York No. 01KL6173930 Qualified in Nassau County Commission Expires Dec. 01, 2019 |
| STATE OF NEW YORK) | • |
| COUNTY OF NASSAU) | |
| to | in the year 20_ before me personally came me personally known, who, being by me duly sworn, did depose |
| and say that he or she resides in County Executive of the County which executed the above instru | of Nassau, the municipal corporation described herein and ument; and that he or she is a Deputy of Nassau, the municipal corporation described herein and ument; and that he or she signed his or her name thereto County Government Law of Nassau County. |
| NOTARY PUBLIC | |

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Contract Details

SERVICES: Special Counsel

NIFS ID #: COAT14000027 NIFS Entry Date: 09/22/2014 Term: October 1, 2014 - September 30, 2015

| 1) Mandated Program: | | Yes [7 | No X |
|-------------------------------------|--|---|--|
| 2) Comptroller Approval Form Attac | | No \square | |
| | | | |
| | | No X | |
| 5) Insurance Required | Yes X | No 🗌 | |
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| on | | | |
| 建国建设设置建筑。1966年1968年1968年1968 | Department Contact Daniel Gregware Address One West Street | | nent |
| | 2) Comptroller Approval Form Attact 3) CSEA Agmt. § 32 Compliance Att 4) Vendor Ownership & Mgmt. Discl 5) Insurance Required On Vendor ID# 113769678 Contact Person Josh Meyer | 2) Comptroller Approval Form Attached: 3) CSEA Agmt. § 32 Compliance Attached: 4) Vendor Ownership & Mgmt. Disclosure Attached: 5) Insurance Required On Vendor ID# 113769678 Contact Person Josh Meyer One West Street Mincele N. L. | 2) Comptroller Approval Form Attached: 3) CSEA Agmt. § 32 Compliance Attached: 4) Vendor Ownership & Mgmt. Disclosure Attached: 5) Insurance Required Yes X 5) Insurance Required Yes X Tes I Yes X Yes X Tes I Yes X Yes X Tes I Address One West Street Minorle No. 2011 Address One West Street Minorle No. 2011 Minorle No. 2011 Address One West Street Minorle No. 2011 Address One West Street |

Routing Slip

| DATE. | DEPARTMENT | se Internal Verification | DATE Apply'd& SIGNATURE Leg Approval |
|---------|---------------------|--|--|
| | Department | NIFS Entry (Dept)
NIFS Appvl (Dept, Head) | Required Required |
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} | ОМВ | NIFS Approval | and And American Standard Stan |
| 9/24/14 | County Attorney | CA RE&I Verification | blanket resolution |
| | County Attorney | CA Approval as to form | OMStage DE 5 Se Yes PNO [|
| * | Legislative Affairs | Fw'd Original K to CA | 19/25/14 Kregor Q. Men. |
| | Rules / Leg. | | |
| | County Attorney | NIFS Approval | Dulody Die S St |
| - | County Comptroller | NIFS Approval | M3/14 0 5 1760 10/3/1/2 |
| | County Executive | Notarization
Filed with Clerk of the Leg. | BOWN MI |
| | to a | | |



—Contract-Summary—

| Description: | New outside | counsel contract | | | | | _ |
|----------------|--|---|--|---|--|--|-------------------|
| Purpose: To | represent the | County with respect to var designee. | rious employm | ent and labor lave | | | |
| County At | torney or their | designee. | | ent and labor law | related legal issue | s, as may be reque | sted by the |
| in its | | | | | | | |
| Method of Pr | rocurement: A I | Request for Qualification whis panel. The firm has been | vas issued and | a nanel establishe | d The Comp | | |
| LLC has be | en added to the | his panel. The firm has bed
irm's experience, expertise | en determined | to be qualified by | the Denartment in | ne Lopes Deverea | ux & West, |
| heing provi | pased on the fi | irm's experience, expertise
ces require a certain level (| in the subject | matters, and avail | lability. Due to the | type of legal serv | oyment and |
| been author | rized for this a | ces require a certain level (greement, | of expertise so | an increased hour | ly rate above the f | rm's panel rate su | bmission has |
| Procuremen | t History: See a | above for procurement met | hod. | | | · | |
| č., | | • | | | • | | |
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341 | * | , , , , , , , , , , , , , , , , , , , | | | · | | |
| | | | | | | | + |
| Description of | General Provis | ions: As described above | | | | <u> </u> | |
| | | • | | | | | |
| | | · | | | | | |
| Impact on Fut | iding / Price Ana | alysis: \$175,000.00 maxim | um amount, b | ut no encumbrai | nce at this time (S. | 01) as per the co | ntract |
| | | | | | , | , , , | |
| Change in Cor | itract from Prior | r Procurement: N/A | | | | | |
| | | 7 | | | | | |
| Pecommendat | ion: approve as s | | | | | | |
| ACCOMMENSAL. | ion, approve as | submitted | | | | | |
| Advisen | nent Info | ormation | | | | | |
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| Control: | AT | Revenue Contract | XXXXXXX | 1 | ATGEN 1100/DE | 502 | \$.01 |
| Resp: | 1100 | County | \$.01 | 2 · | | Manager and Street | , \$ |
| Object: | DE502 | Federal | \$,,,,,,,, | The street of the street of the street of | A CONTRACTOR OF THE PARTY OF TH | The state of the s | \$ |
| Transaction: | 12302 | State | \$ | 4 | 1001 | in al. L.D | \$ |
| Tansaction, | | Capital | | APPROVED! | G. Grando | 7/2/14 | \$ |
| RENEY | TATE SEE | Other | \$! | 6 | | 15. | \$ |
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| % Decrease | | | | | Contract Contract | ************************************** | <u> </u> |
| 70 Decrease. | <u> </u> | Document Prepared By: | | | (本)(本)(本) | Date: | |
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A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

Passed by the Rules Committee
Nousan County Legislature
By Voice Vote on 10-6-14
VOTING:
ayes 4 nayes 2 abstained 0 recused 0.
Legislators prescut: 7

WHEREAS, the Nassau County Attorney has executed a special counsel agreement with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the special counsel contract entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

WHEREAS, the Nassau County Attorney has executed a special counsel agreement with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the special counsel contract entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.



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.

| ana amenaments. |
|--|
| CONTRACTOR NAME: Pannone, Lopes Devereaux & West, LLC (CQAT14000027) |
| CONTRACTOR ADDRESS: 81 Main Street, Suite 510, White Plains, New York 10601 |
| FEDERAL TAX ID #: 113769678 |
| Instructions: Please check the appropriate box ("\sum") after one of the following roman numerals, and provide all the requested information. |
| I. The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in [newspaper] on [date]. The sealed bids were publicly opened on [date] [#] of sealed bids were received and opened |
| openiou, |
| II: The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on [date]. Potential proposers were made aware of the availability of the RFP by |
| [newspaper advertisement, posting on website, mailing, etc.] [#] of potential proposers requested copies of the RFP. Proposals were due on [date] [#] proposals were received and evaluated. The evaluation committee consisted |
| OI, |
| [list mamban] The |
| [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected. |

| III. This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on |
|--|
| renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_ |
| |
| procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county. |
| IV. X Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal. A. The contract has been awarded to the proposer offering the lowest cost proposal; OR: |
| — 11. The contract has occur awarded to the proposer offering the lowest cost proposal; OR: |
| X B. A Request for Qualification was issued and a panel established. The firm Pannone Lopes Devereaux & West, LLC has been added to this panel. The firm has been determined to be qualified by the Department in the areas of employment and labor law, based on the firm's experience, expertise in the subject matters, and availability. Due to the type of legal services that are being provided, the services require a certain level of expertise, so an increased hourly rate above the firm's panel rate submission has been authorized for this agreement. |
| V. — Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals. |
| A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner. |
| ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached). |
| C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract |

| ☐ D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the services required through an inter-municipal agreement. |
|---|
| VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county. |
| In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable. |
| VII. This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms. |
| 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 Q 2/14 Date |
| NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum. |

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

Pannone Lopes Devereaux & West LLC Ownership Disclosure

Names and business addresses and telephone numbers of all Principals of Pannone Lopes Devereaux & West LLC:

Gary R. Pannone 317 Iron Horse Way, Suite 301 Providence, RI 02908 (401) 824-5100 Managing Member

Matthew A. Lopes 317 Iron Horse Way, Suite 301 Providence, RI 02908 (401) 824-5100 Member

William P. Devereaux 317 Iron Horse Way, Suite 301 Providence, RI 02908 (401) 824-5100 Member

William E. O'Gara 317 Iron Horse Way, Suite 301 Providence, RI 02908 (401) 824-5100 Member

Teno A. West 81 Main Street, Suite 510 White Plains, NY 10601 (914) 898-2400 Member

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire Counsel to perform the services described in this

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

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

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

- 1. <u>Term</u>. This Agreement shall commence on October 1, 2014 and shall terminate on September 30, 2015, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for four (4) additional one (1) year periods.
- 2. <u>Services</u>. The services to be provided by Counsel under this Agreement shall consist of representing Nassau County in various employment and labor law related legal issues ("<u>Services</u>") as may be requested by the County Attorney or their designee. Counsel shall provide status reports as may be reasonably requested by the County Attorney's office on any matter that is assigned under this Agreement.
- 3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of One Hundred Seventy-five Thousand Dollars (\$175,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

| (i) Partner: | \$250.00 |
|------------------|----------|
| (ii) Counsel: | \$250.00 |
| (iii) Associate: | \$250.00 |
| (iv) Paralegal: | \$90.00 |

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

- (3) Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that there shall be no initial encumbrance under this Agreement. Thereafter, the Department shall notify Counsel of the availability of monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to
- (b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").
- (c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.
- (d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for expert costs, messengers, investigators, trial preparation services and other legitimate expenses. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements or any expense or
- (e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.
- (f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.
- Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices
- 5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

- 6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
- (b) <u>Nassau County Living Wage Law.</u> Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:
 - (i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;
 - (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
 - (iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.
- (c) <u>Records Access</u>. The parties acknowledge and agree that all records, information, and data ("<u>Information</u>") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.
- 7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.
- 8. <u>Service Standards</u>. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as

not to endanger or harm any Person or property.

- (b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal-profession. Counsel shall take-all-actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.
- 10. <u>Indemnification: Defense: Cooperation</u>. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "<u>Indemnified Parties</u>") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, <u>provided</u>, <u>however</u>, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.
 - (d) The provisions of this Section shall survive the termination of this Agreement.
- the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.
- (b) Acceptability: Deductibles: Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to

be carried by Counsel under this Agreement.

- (c) Delivery: Coverage Change: No Inconsistent Action. Prior to the execution of this Agreement, eopies of current certificates of insurance evidencing the insurance coverage required by of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of Department of the same and deliver to the Department renewal provide written notice to the insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance 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.
- 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 woid. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
- 13. <u>Termination</u>. (a) <u>Generally</u>. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

- (b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy Same day that notice is given to the Commissioner.
- (c) <u>Counsel Assistance upon Termination</u>. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this

Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

- 14. Accounting Procedures: Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. maintained in accordance with Generally Accepted Accounting Principles or such other standard accounting principles that are acceptable within the industry and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.
- Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.
- (b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this
- 16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.
- 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
- 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 defivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt

requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

- 19. All Legal Provisions Deemed Included: Severability: Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- (d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
- 20. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 21. <u>Administrative Service Charge</u>. Counsel agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.
 - 22. Executory Clause. Notwithstanding any other provision of this Agreement:
- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

- (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.
- 23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective

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| PANNONE LOPES DEVERE | ATTV 9- TATEOUT TYO |
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Name:

Date:_

Title:

NASSAU COUNTY

Name:

County Executive

Deputy County Executive

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU

On the day of 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 or she is the 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

ZACHARY KLEIN

Notary Public, State of New York

No. Of KLE173930

Qualified in New York County

STATE OF NEW YORK)

COUNTY OF NASSAU)

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

Commission Expires September 04, 2011

NOTARY PUBLICA

OONCETTA A PETRILOUI
Motary Public, State of New York
No. 01 PE9259026
Qualified in Nasseu County
Commission Expires April 02, 20.

Appendix EE Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional antidiscrimination 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.

- 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.

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- (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.

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- 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 | I |
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| Certificate | , |

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Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

Managing Member

1. The district Member of Contractor is:

| Gary R. Pannone | (Name) |
|---|--------------------|
| 81 Main Street, Suite 501, White Plains, NY 10601 | (Address |
| | (110,210,00) |
| 914-898-2400 | (Telephone Number) |

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

| 3. | In the past five years, Contractor has has has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below: |
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4. In the past five years, an administrative proceeding, investigation, or government body-

| * | initiated judicial action has the Contractor in connection with fe | has not been commenced againederal, state, or local laws regulating pa | nst or relating to |
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| | _benefits, labor relations, or occupat | ional safety and health. If such a proce | eding, action, or |
| | investigation has been commenced, | describe below: | |
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| | | Gary R. Pannone | |
| | | Name of ChiefxExecutive Officer | Managing Member |
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MIE A. RICCIO, NOTARY PUBLIC



received on 03/12/2015 h r
Department: County Attorney h r

Contract Details

SERVICES: Special Counsel

NIFS ID #: <u>CAAT15000001</u> NIFS Entry Date; <u>01/05/2015</u> Term: <u>October 1, 2014</u> – <u>September 30, 2015</u>

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| New Renewal | | Mandated Progr | am: | | | | Yes 🗍 | No X | |
| Advisement #1 X | 2) | 2) Comptroller Approval Form Attached: | | | | | | No X | |
| Time Extension | 3) | CSEA Agmt. § | 32 Compliar | ice Attac | hed: | | Yes Yes | No X | |
| Addl. Funds X | 4) | Vendor Owners | hip & Mgmt | , Disclos | ure Attache | | Yes 🗌 | No X | |
| Blanket Resolution | 5) | Insurance Requi | ired | · · · · · · | | | Yes X | No 🗌 | |
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| West, LLC | | 113769678 | | | Department Contact Daniel Gregware | | | | |
| 81 Main Street
Suite 510
White Plains, New York 1 | Contact Person Josh Meyer | | | Address 1 West Street
Mineola, New York | | | | | |
| Phone (516) 571. | | | | | | 5) 571-1 | 675 | | |
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rate submis | uest for Qualificatined to this panel. The aw, based on the firm being provided, the sion has been auth | he firn
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orized | n has been det
operience, exp
ces require a | ermi
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certa | ned to be
e in the su
in level of | qualified l
bject mat | by the Departn
ters, and avails | nent in the
ability. Du | e areas of
ie to the typ |
| Description of (| General Provisi | ons: As described al | bove. | | | | | | | |
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| | | alysis: \$100,000.00
ring \$100,000.00 | | | | | | | rce (\$.01). | This |
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| | | r Procurement: Not ap | oplicab | le
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| Recommendati | on: (approve as | s submitted) | | | | | | · · · · · · · · · · · · · · · · · · · | | |
| Advisen | nent Inf | ormation | | | | | | | | |
| BUDGET | CODES | FUNDING SOU | RCE | AMOUNT | | LINE | ÎND | EX/OBJECT, CO | DDE & 🏸 | AMOUNT |
| Fund: | GEN | Revenue Contract | . [| XXXXXXX | | . 1 | ATGEN1 | 100/DE502 | | \$100,000.00 |
| Control: | AT | County | 4 + + | \$100,000.00 | | 2 | | | <u>.</u> | \$ |
| Resp: | 1100 | Federal | | S | | 3 | | | | . \$ |
| Object: | DE502 | State | | \$ | | 4 | | · · · · · · · · · · · · · · · · · · · | | \$ |
| Transaction: | | Capital | | \$ | | 5 . | | | | \$ |
| <u></u> | | Other | | \$ | | 6 | <u> </u> | | | \$ |
| RÉNEV | ÝAL . | | OTAL | \$100,000.00 |] | | | | TOTAL | \$100,000.00 |
| % Increase | | | | | | | | | ;# ⁱ | |
| % Decrease | | Document Prepared E | Ву: | | | | | | Date: | |
| | NIFS Certif | Teation | 1 | Comptrolle | r Certi | fication | | . County E | xecutive Aport | oval |
| Icerii | ly that this document wa | es accepted into NIFS. | I certify | that an unencumbered bal | ance suff | icient to cover this co | ontract is Ni | ime /// |) | |
| Name | | (L). | Name | present in the appro |)
Vi | o se chargeo. | Di | 11e 7/1/1/ | <u>. </u> | |
| Date | | 3/4/15 | Date | 3 | /3 | 115 |) sales | #: | Office Use Only) | |



Department: County Attorney

E-152-16

Contract Details

SERVICES: Outside Counsel

NIFS ID #: <u>CLAT16000023</u> NIFS Entry Date: <u>06/06/2016</u> Term: <u>December 8, 2014-December 7, 2016</u>

| New Renewal | 1) Mandated Program: | Yes 🔲 | No 🖾 |
|-------------------------|--|-------|------|
| Amendment #1 | 2) Comptroller Approval Form Attached: | Yes 🖂 | No 🔲 |
| Time Extension | 3) CSEA Agmt. § 32 Compliance Attached: | Yes 🗌 | No 🖂 |
| Addl. Funds | 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes 🖂 | No 🗌 |
| Blanket Resolution RES# | 5) Insurance Required | Yes 🖂 | No 🗌 |

Agency Information

| variation variation in the second of the se | or , , , , , , , , , , , , , , , , , , , |
|---|--|
| Name The Law Offices of Robert P. Macchia & Associates | Vendor ID#
472533456 |
| 98 Front Street Mineola, New York 11501 | Contact Person Robert Macchia |
| | Phone (516) 873-6200 |

| County Department Contact Jaclyn Delle |
|--|
| Address 1 West Street Mineola, New York 11501 |
| Phone (516) 571-3034 |

Routing Slip

| DATE
Rec'd | ***DEPARTMENT :>: | Internal Verification | Appy d&
Fw'd, | signature | Leg Approval
Required |
|---------------|---------------------|--|------------------|------------|---|
| | Department | NIFS Entry (Dept)
NIFS Appvl (Dept. Head) | | Ole for | |
| | ОМВ | NIFS Approval | □ G7116 | Mine Vante | Yes No Not required if blanket resolution |
| 69/16 | County Attorney | CA RE&I Verification | 16/9/16 | tochus Cha | // 1/2 |
| (dalle | County Attorney | CA Approval as to form | D 6/9/16 | tochunder | Yes 🗹 No 🗌 |
| -L V | Legislative Affairs | Fw'd Original K to CA | | V | |
| | Rules 🔲 / Leg. 🔲 | | | | |
| | County Attorney | NIFS Approval | | | |
| | County Comptroller | NIFS Approval | विश | | |
| | County Executive | Notarization Filed with Clerk of the Leg. 4 | 3/10/16 | Thythan | |
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Contract Summary

Description: Amendment #1 to an outside counsel contract.

Purpose: This is an amendment to an outside counsel contract to represent the County and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified. The case originally assigned to Counsel (Kirsch v. Nassau County, et al.; Index No. 008837/2011) has settled, as well as an additional case assigned to Counsel under this contract (MICHAEL P. BRESNAHAN v. COUNTY OF NASSAU, NASSAU COUNTY POLICE DEPARTMENT and DENNIS J. McHALE; Index No. 7720/2012). Counsel has recently been assigned a new case, David Hosannah v. Ameed Saeed Shield 2544 and Nassau County Correctional Center, Sheriff's Department; Index No. 15-CV3773 (JFB)(AYS). This amendment renews the contract by extending the term and increasing the maximum amount.

Method of Procurement: This is a contract amendment. See below for the procurement history.

Procurement History: A Request for Qualifications was issued and a panel of firms qualified to provide legal services for the County has been established. The Law Offices of Robert P. Macchia & Associates has been added to this panel. The firm has been determined to be qualified by the Department in the areas of law listed above and assigned the cases provided above, after a review of the panel, based on the firm's experience, expertise in the subject matters, and availability.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: \$150,000.00 max increase, but only \$100,000.00 initial encumbrance as per terms of Amendment #3.

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

| BUDGET | CODES |
|--------------|-------|
| Fund: | GEN |
| Control: | AT |
| Resp: | 1100 |
| Object: | DE502 |
| Transaction: | |

| TOTAI | \$100,000.00 |
|------------------|--------------|
| Other | \$ |
| Capital | \$ |
| State | \$ |
| Federal | \$ |
| County | \$100,000.00 |
| Revenue Contract | XXXXXXX |
| FUNDING SOURCE | · AMOUNT |

| LINE | PERMITS INDEX/OBJECT CODE | SANTO DANT |
|------|---------------------------|--------------|
| 1 | ATGEN1100/DE502 | \$100,000.00 |
| 2 | | \$ |
| 3 | | \$ |
| 4 | | \$ |
| 5 | | \$ |
| 6 | | \$ |
| | TOTAL | \$100,000.00 |

| RENEV | VALE: |
|------------|-------|
| % Increase | |
| % Decrease | |

| Document Prepared By: | Date: | |
|-----------------------|-------|--|

| Certification 2 | Comptroller Certification | County Executive Approval |
|--|--|---------------------------|
| I certify that this document was accepted into NIFS. | I certify that an unencumbered balance sufficient to cover this contract is
present in the appropriation to be charged. | Name What Hhad |
| Name | Name . | Date 6/10/16 |
| Date | Date | For Office Use Only) |
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Nassau County Interim Finance Authority

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

| . Vendor: | The Law Offices o | f Robert P. M | acchia & A | Associates (| CLAT160000 | 23) |
|--|--|---|---|---|--|--|
| 2. Dollar amount re | quiring NIFA approval | ; \$ <u>150,00</u> | 00.00 | | | |
| Amount to be end | umbered: \$ 100,000 | .00 | | | | |
| This is a | New Contract | Advisement | ✓ Ame | ndment | | |
| f advisement – NIFA o | ount should be full amount
only needs to review if it is
unt should be full amount | increasing fund | ds above th
only | e amount pre | viously approv | ed by NIFA |
| . Contract Term: | 12/08/2014-12/07/20 |)16 | | | | |
| Has work or service | s on this contract comme | nced? | _ Yes | | No | |
| If yes, please explai | n: Counsel continui | ng services as | s amendm | ent is sent th | rough appro | vals |
| . Funding Source: | | | | | | |
| General Fund Capital Improv | (GEN)
vement Fund (CAP) | Grant | Fund (GRT | Federal % _
State % _
County % _ | | |
| the cash available for | r the full amount of the co | ntract? | | Yes | No | |
| | re a future borrowing? | | | Yes | No | |
| as the County Legisla | ture approved the borrow | ing? | | Yes _ | No | N/A |
| as NIFA approved th | e borrowing for this contr | act? | | Yes | No | N/A |
| . Provide a brief de | escription (4 to 5 sente | nces) of the i | tem for w | hich this ap | proval is req | uested: |
| Altorney, or their designee, with has settled, as well as an addition DENNIS J. McHALE). Counsel No. 16-CV3773 (JFB)(AYS). T | taide counsel contract to represent the Countri the areas of law in which the Departmen fonat case assigned to Counsel under this class recently been assigned a new case, Dhis amendment renews the contract by extended the | t has determined Counse
ontract (MICHAEL P. Bet
avid Hosannah v. Ameed
nding the term and increa | I to be quelified. Ti
ESNAHAN v. COUI
Saeed Shield 254
asing the maximum | he case original assign
NTY OF NASSAU, NA:
4 and Nassau County (
amount. | ed to Counsel (Kirsch v.
BSAU COUNTY POLICE
Correctional Center, She | Nassau County, et al.) EDEPARTMENT and iff's Department; Index |
| - | | | | | | |
| Nassau County Cor | orney as to form
mmittee and/or Legislatur | e Yes |] | No 1 | N/A | |
| Date of approval | (s) and citation to the | resolution w | here appr | oval for this | item was pr | ovided: |
| S | | | | | | |
| Identify all contr | acts (with dollar amou | nts) with this | s or an aff | iliated party | within the p | prior 12 montl |
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AUTHORIZATION

| Request Form and any add
accurate and that all exper
conformance with the Nas | ditional information submitted
aditures that will be made in re
sau County Approved Budget | formation contained in this Contract Approval d in connection with this request is true and eliance on this authorization are in and not in conflict with the Nassau County rely upon this information in its official |
|---|--|--|
| Signature | Title | Date |
| Print Name | | |
| | COMPTROLLER | 'S OFFICE |
| | sau County Approved Budget | formation listed is true and accurate and is in and not in conflict with the Nassau County |
| Regarding funding, please | check the correct response: | |
| I certify that the fur | nds are available to be encumb | pered pending NIFA approval of this contract. |
| · · · · · · · · · · · · · · · · · · · | ling for this contract has been ap
ad funds have been encumbered l | proved by NIFA.
but the project requires NIFA bonding authorization |
| Signature | Title | Date |
| Print Name | <u> </u> | |
| | NIFA | |
| Amount being approved b | y NIFA: | |
| Signature | Title | Date |
| Print Name | <u> </u> | |

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.

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George Maragos Comptroller



OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

| CONTRACTOR NAME: The Law Offices of Robert P. Macchia & Associates (CLAT16000023) CONTRACTOR ADDRESS: 98 Front Street, Mineola, New York 11501 FEDERAL TAX ID #: 472533456 |
|--|
| 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 Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on () proposals were received and evaluated. The evaluation committee consisted of: The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected. |

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

The contract was originally executed by Nassau County on July 8, 2015. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a Request for Qualifications was issued and a panel of firms qualified to provide legal services for the County established. The Law Offices of Robert P. Macchia & Associates has been added to this panel. The firm has been determined to be qualified by the Department in the areas of law specified in Appendix A of the original agreement and assigned the cases provided in the attached routing sheet, after a review of the panel, based on the firm's experience, expertise in the subject matters, and availability.

| in the subject matters, and availability. |
|--|
| IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal. |
| ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR: |
| B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers. |
| V. □ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals. |
| A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner. |
| ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached). |
| C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract. |

□ D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the services

required through an inter-municipal2agreement.

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VI.

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

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

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

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

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

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

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

Department Head Signature

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 09/15

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COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

| pursuant to the New York State Election
ending on the date of this disclosure, or (I
years prior to the date of this disclosure a
campaign committees of any of the follow
committees of any candidates for any of the | Law in (a) the period beginning April 1, 2016 and b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the wing Nassau County elected officials or to the campaign the following Nassau County elected offices: the County oller, the District Attorney, or any County Legislator? |
|--|---|
| No | |
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| | be signed by a principal of the consultant, contractor or irm for the purpose of executing Contracts. |
| The undersigned affirms and so swears the statements and they are, to his/her knowledge. | nat he/she has read and understood the foregoing edge, true and accurate. |
| - | irms that the contribution(s) to the campaign committees ithout duress, threat or any promise of a governmental remuneration. |
| | Vendor: Robert P. Marchin + Associates |
| Dated: 6-6-16 | Signed: |
| | Print Name: Robert P. Macchia |
| | Title: Owner / Fesident |
| | |

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PRINCIPAL QUESTIONNAIRE FORM

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

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

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

| | Principal Name Robert P. Macchin |
|----|--|
| 1. | |
| | Date of birth |
| | Home address |
| | City/state/zip |
| | Business address Po Box 511 Mineula DY 11501 |
| | City/state/zip Mineal NY 11501 |
| | Telephone 516 398.6267 |
| | Other present address(es) ν |
| | City/state/zip \(\tau \tau \) |
| | 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>√2 / 1 / 2003</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? NO YES If Yes, provide details. VOO /o |
| 4. | Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO YES If Yes, provide details. |
| 5. | Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO YES; If Yes, provide details. |
| 6. | Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer NO YES If Yes, provide details. |



PQF (02/2016)

or as a result of any action taken by a government agency.

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

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law,

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the

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PQF (02/2016)

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

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CERTIFICATION

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

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

2016

Sworn to before me this,

Notary Public Here FEDELE Public State of New York No. 01 FE6106709

Qualified in Nassau County Commission Expires March 15,

Print name

Date

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Business History Form

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

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

| E ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS). |
|---|
| e: 3·24-16 |
| Bidder's/Proposer's Legal Name: Robat P. Macchia & Associates |
| Address of Place of Business: PO Box 511 Minesta NY 11501 |
| all other business addresses used within last five years: 98 Front Street, Minesic DY 11701 |
| Mailing Address (if different): NA |
| one: 516-298-6267 |
| es the business own or rent its facilities? Rwt |
| Dun and Bradstreet number: Federal I.D. Number: |
| The bidder/proposer is a (check one): Sole Proprietorship Partnership Corporation Other (Describe) |
| Does this business share office space, staff, or equipment expenses with any other business? Yes No If Yes, please provide details: |
| Does this business control one or more other businesses? Yes No If Yes, please provide details: |
| Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes No If Yes, provide details |
| Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes No If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract) |
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| | ne bidder/proposer, during the past seven years, been declared bankrupt? Yes No |
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such i | past five years, has this business and/or any of its owners and/or officers and/or any affiliated ess, been the subject of a criminal investigation and/or a civil anti-trust investigation by any al, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any and/or officer of any affiliated business been the subject of a criminal investigation and/or a nti-trust investigation by any federal, state or local prosecuting or investigative agency, where investigation was related to activities performed at, for, or on behalf of an affiliated business. No If Yes, provide details for each such investigation. |
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individ | past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated eas been the subject of an investigation by any government agency, including but not limited to al, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer affiliated business been the subject of an investigation by any government agency, including of limited to federal, state and local regulatory agencies, for matters pertaining to that dual's position at or relationship to an affiliated business. Yes No If Yes, provide a for each such investigation. |
| either
pertai | iny current or former director, owner or officer or managerial employee of this business had, before or during such person's employment, or since such employment if the charges need to events that allegedly occurred during the time of employment by the submitting ess, and allegedly related to the conduct of that business: a) Any felony charge pending? No Yes If Yes, provide details for each such charge |
| | b) Any misdemeanor charge pending? No Yes If Yes, provide details for each such charge |
| | c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to trathfulness or the underlying facts of which related to the conduct of business? No Yes If Yes, provide details for each such conviction |
| | d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No Yes If Yes, provide details for each such conviction |
| | e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No Yes If Yes, provide details for each such |

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| business
to any pro | st (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with respect ofessional license held? No Yes; If Yes, provide details for each such |
| applicable
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detailed r | ast (5) tax years, has this business falled to file any required tax returns or failed to pay any e federal, state or local taxes or other assessed charges, including but not limited to water er charges? No Yes If Yes, provide details for each such year. Provide a response to all questions checked 'YES'. If you need more space, photocopy the attemption attach it to the questionnaire |
| | tailed response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire. |
| 17) Conflict o | f Interest: |
| a)
ple | Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, ase expressly state "No conflict exists." |
| P | (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. |
| | (ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. |
| | (iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County |
| b) | Please describe procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. a three-File after character exists at form and way relax to it is above, it works immediately be brought to the alternal of the County Attornal o |
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A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

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

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

| Company | |
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| Contact Person | |
| Address | |
| City/State | |
| Telephone | |
| Fax# | |
| E-Mail Address | |

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| Company Contact Person |
| Company Contact Person Address |
| Company Contact Person Address City/State |

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

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The Law Offices of Robert P. Macchia & Associates is a mid-sized litigation law firm that provides a wide range of legal services to clients throughout Long Island and the boroughs of New York City. Conveniently located within walking distance of the Long Island Railroad and only a ¼ mile from the Nassau County Supreme Court Complex, the firm practices in the counties of Nassau, Suffolk, Queens, Kings, Richmond, New York, Westchester, and the Bronx.

Our knowledgeable attorneys are prepared to take on an array of legal matters including residential real estate transactions and litigation, commercial litigation, personal injury litigation, criminal defense, and various contractual and corporate concerns. Most notable, however, is our firm's multifaceted insurance practice which includes, but is not limited to:

- fraud investigation
- property damage
- premise liability
- no-fault
- automobile accidents

Our team's background in law enforcement allows us to investigate and aggressively defend against insurance fraud perpetuated by both claimants and healthcare providers. Such fraud cases range from defending claims brought by individual claimants to prosecuting multi-million dollar federal RICO suits against allegedly fraudulent no-fault healthcare providers.

ROBERT P. MACCHIA, ESQ.

Owner/Principal

Robert P. Macchia is the owner and principal of The Law Offices of Robert P. Macchia & Associates. Mr. Macchia's practice areas include case management and trial in various areas of defense and plaintiff's litigation. These include federal litigation, negligence, premises liability, construction law, insurance fraud, uninsured and underinsured motorist coverage and coverage analysis as well as plaintiff personal injury litigation. Mr. Macchia has given a variety of seminars for claims professionals and attorneys on various topics involving insurance defense.

Mr. Macchia has assisted as National Counselor on bad faith matters for a major insurance carrier. This included serving as the exclusive counsel to an executive committee of a major insurance carrier where he analyzed and evaluated all corporate claims, first-party matters and litigation cases. It also included a review of in-house litigation/claims procedures.

Mr. Macchia was admitted to the New York State Bar in 1989 and the United States District Court for the Southern and Eastern Districts of New York in 1989. He is a member of the New York State Bar Association, the Nassau Bar Association, and the New York Trial Lawyers Institute.

He received his Juris Doctor Degree from St. John's University School of Law in 1988 and his Bachelor of Arts Degree in Political Science and Philosophy from St. John's University.

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| A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES. |
|--|
| I, |
| Sworn to before me this 21 day of March 2016 Notary Public, State of New York |
| Ouelified In Nassau County 2020
Commission Expires March 15, |
| Name of submitting business: Hobat P. Macchin + Associates |
| By: Print |
| name |
| Signature |
| Title Treschi |
| D. J. and J. a. and Davida |

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Page 1 of 4

COUNTY OF NASSAU

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

| 1. Name of the Entity: The Law officer of Robert ? Mout Associ |
|--|
| Address: POBOX 55 511 Myeds NY 11501 |
| City, State and Zip Code: Mneda NY 11501 |
| 2. Entity's Vendor Identification Number: 47 - 253 3456 |
| 3. Type of Business:Public CorpPartnershipJoint Venture |
| Ltd. Liability CoClosely Held CorpPLCOther (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): |
| Robert P. Macchia Po Bax SII Minesta NY 11501 |
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| 5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section. |
| Robert P. Macchie PO Box SII Mineste NY 11101 |
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| 6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract. |
| None |
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| 7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties. |
| (a) Name, title, business address and telephone number of lobbyist(s): |
| None |
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Page 3 of 4

| (b) Describe lobbying act
description of lobbying activiti | tivity of each lobbyist. See below for a complete les. | |
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| None | - AND THE COLUMN TO THE COLUMN | |
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| (c) List whether and whe
Nassau County, New York State | ere the person/organization is registered as a lobbyist (e.g., e): | |
| None | | |
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| and the first that the desired constraints and the first that the desired constraints and the first that the desired constraints and the first that the desired constraints and the first that the desired constraints and the first that the desired constraints are the first that the desired constraints and the first that the desired constraints are the first that the desired constraints are the first that the desired constraints are the first that the desired constraints are the first that the desired constraints are the first that the desired constraints are the first that the desired constraints are the first that the desired constraints are the first that the desired constraints are the first that the desired constraints are the first that the desired constraints are the first that the desired constraints are the first that the desired constraints are the first that the desired constraints are the first that the desired constraints are the first that the desired constraints are the first that the desired constraints are the first that the desired constraints are the desired con | | |
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| | on must be signed by a principal of the consultant, as a signatory of the firm for the purpose of executing Contr | acts. |
| | swears that he/she has read and understood the foregoing er knowledge, true and accurate. | |
| A | | |
| Dated: 6-6-16 | Signed: | |
| | Print Name: Robert P. Macchin | |
| | Title: Owner / President | |

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Page 4 of 4

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

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RULES RESOLUTION NO. - 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND THE LAW OFFICES OF ROBERT P. MACCHIA & ASSOCIATES

WHEREAS, the County has negotiated an amendment to a personal services agreement with the Law Offices of Robert P. Macchia & Associates to provide legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the said amendment
to an agreement with the Law Offices of Robert P. Macchia & Associates

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AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "<u>Amendment</u>") dated as of the date that this Amendment is executed by Nassau County (the "<u>Effective Date</u>"), between (<u>i</u>) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "<u>County</u>"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "<u>Department</u>"), and (<u>ii</u>) The Law Offices of Robert P. Macchia & Associates, with an office located at 98 Front Street, Mineola, New York 11501 ("<u>Counsel</u>" or "<u>Contractor</u>").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT15000012 between the County and Counsel, executed on behalf of the County on July 8, 2015 (the "Original Agreement"), Counsel provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from December 8, 2014 until December 7, 2015 unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may renew the Original Agreement under the same terms and conditions for four (4) additional one (1) year periods (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Twenty-four Thousand Nine Hundred Dollars (\$24,900.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the four (4) options to renew by extending the Original Term and increasing the Maximum Amount.

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

- 1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 7, 2016.
- 2. <u>Maximum Amount.</u> The Maximum Amount in the Original Agreement shall be increased by One Hundred Fifty Thousand Dollars (\$150,000.00) (the "<u>Amendment Maximum Amount</u>"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be One Hundred Seventy-four Thousand Nine Hundred Dollars (\$174,900.00) (the "<u>Amended Maximum Amount</u>").
- 3. <u>Partial Encumbrance</u>. Counsel acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. Counsel further acknowledges that the first encumbrance shall be One Hundred Thousand Dollars (\$100,000.00). Thereafter, the Department shall

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notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

4. <u>Full Force and Effect</u>. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

| THE LAW OFFICES OF ROBERT P. MACCHIA & ASSOCIATES |
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| 7,000007/120 |
| Ву: |
| Name: Wobst Y. Machin |
| Title: <u>owner</u> President |
| Date:6-6-16 |
| |
| |
| NASSAU COUNTY |
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| |
| Ву: |
| Name: |
| Title: County Executive |
| ☐ Deputy County Executive |
| Date: |

PLEASE EXECUTE IN BLUE INK

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| STATE OF NEW YORK) |
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|)ss.:
COUNTY OF NASSAU) |
| On the 6 day of in the year 20 6 before me personally came hober p. Macchia 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 |
| STATE OF NEW YORK) |
|)ss.:
COUNTY OF NASSAU) |
| On the day of in the year 20 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of ; that he or she is a Deputy |
| and say that he or she resides in the County of; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County. |

NOTARY PUBLIC

Contract ID#: CQAT15000012



received an orkolasis Department: County Attorney

Yes 🔲

Yes X

No X

No 🔲

Contract Details

New X Renewal

Amendment

SERVICES: Outside Counsel

NIFS ID #: CQAT15000012 NIFS Entry Date: 04/06/2015 Term: December 8, 2014—December 7, 2015

2) Comptroller Approval Form Attached:

1) Mandated Program:

| | | | | | l., — l., ,, l |
|---|---|--|--------------------------|-----------------------------------|---|
| Time Ex | ctension 🔲 | 3) COLIT / Emilia 3 52 Comprise | | | Yes No X |
| Addl. Fu | unds 🗌 | 4) Vendor Ownership & Mgmt. Disclosure Attached: | | | Yes No X |
| Blanket
RES# | Resolution | 5) Insurance Required | | | Yes X No 🗆 |
| Ag | gency Informa | tion | | | |
| | V v Offices of Robert P. a & Associates | endor
Vendor 1D#
472533456 | | Department Contact Daniel Gregwan | Department |
| Address 98 Front Street Mineola, New York 11501 | | Contact Person Robert Macchia | | Address 1 West St. Mineola, New | York 11501 |
| | | Phone (516) 873-6200 (516) | | Phone (516) 571-1673 | 5 |
| Record. | outing Slip | Internal Verification | DATE
Appy'd&
Fw'd. | SIGNATURE | Leg. Approva
Required |
| | Department | NIFS Entry (Dept)
NIFS Appvl (Dept. Head) | | (this) | |
| 1 | ОМВ | NIFS Approval | | Dough at Ste | Yes□ No □ Not required if blanket resolut |
| 57/15 | County Attorney | CA RE&I Verification | I 5/9/5 | y minh | 7 |
| y | County Attorney | CA Approval as to form | 07 | 20/ 5/2 J-8 | e Yes □ No, |
| | Legislative Affairs | Fw'd Original K to CA | D/Fe//s | (tidetti). | Defrieer |
| | Rules / Leg. | · | | | 400 |
| | County Attorney | NIFS Approval | Dos/on/ | 45 DR J. B | 2 |
| | County Comptroller | MIFS Approval | 1/2/13 | Blue. | |

Filed with Clerk of the Leg.

County Executive



Contract Summary

| Description: New outside counsel contract. |
|--|
| Purpose: This is a new outside counsel contract to represent the County and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the following areas of law in which the Department has determined Counsel to be qualified: Appellate; Casualty; Commercial Litigation; Construction Litigation; Insurance Law; Mediation; and Tort Law. As of the commencement of this agreement, the following case has been assigned to Counsel to represent the County, Nassau County Police Department, and Nassau County EMT personnel: JEFFREY KIRSCH & CYNTHIA KIRSCH v. NASSAU COUNTY, NASSAU COUNTY POLICE DEPARTMENT, POLICE OFFICER "JANE" THOMAS (first name being fictitious), POLICE OFFICER "JOHN" TOSI (first name being fictitious), SERGENT "JOHN DOE", POLICE OFFICERS JOHN/JANE DOES 1 THROUGH 15, WOODMERE FIRE DEPARTMENT, EMERGENCY MEDICAL SERVICES UNIT, NASSAU COUNTY POLICE DEPARTMENT EMERGENCY AMBULANCE BUREAU, EMT or AMTS JOHN/JANE DOE 1 and 2. Method of Procurement: A Request for Qualifications was issued and a panel of firms qualified to provide legal services for the County has been established. The Law Offices of Robert P. Macchia & Associates has been added to this panel. The firm has been determined to be qualified by the Department in the areas of law listed above and assigned the case provided above, after a review of the panel, based on the firm's experience, expertise in the subject matters, and availability. |
| Procurement History: See above for procurement method. |
| Description of General Provisions: As described above. |
| Impact on Funding / Price Analysis: \$24,900.00 |
| Change in Contract from Prior Procurement: N/A |
| Recommendation: approve as submitted |
| Advisement Information |
| BUDGET CODES FUNDING SOURCE AMOUNT LINE INDEX/OBJECT CODE AMOUNT |

| BUDGET CODES | | |
|--------------|-------|--|
| Fund: | GEN | |
| Control: | AT | |
| Resp: | 1100 | |
| Object: | DE502 | |
| Transaction: | | |

| RENEW | AL | |
|------------|----|--|
| % Increase | | |
| % Decrease | | |

| FUNDING SOURCE | AMOUNT
XXXXXXX | |
|------------------|-------------------|--|
| Revenue Contract | | |
| County | \$24,900.00 | |
| Federal | \$ | |
| State | \$ | |
| Capital | \$ | |
| Other | \$ | |
| TOTAL | \$24,900.00 | |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|------|-------------------|-------------|
| 1 | ATGEN1100/DE502 | \$24,900.00 |
| 2 | | \$ |
| 3 | 2///) 1 | \$ |
| 4 | y, mate 2/1/- | \$ |
| 5 | 773 | \$ |
| 6 | | \$ |
| | TOTAL | \$24,900.00 |

| 76 Decrease | Document Prepared By: | | Date: |
|--------------------------------------|--|--|-----------------------------|
| NIFS Certificat | ion | Comptroller Certification | County Effegutive Approval |
| I certify that this document was acc | | I certify that an unencumbered balance sufficient to cover this contract is
present in the appropriation to be charged. | Name Name |
| Date Date | and the same of th | ame Drew | Date 6/19/1- |
| 7/3/2015 | Di | 3/2/15 | (For Office Use Only) E #: |

George Maragos Comptroller



OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: The Law Offices of Robert P. Macchia & Associates (CQAT15000012) CONTRACTOR ADDRESS: 98 Front Street, Mineola, New York 11501 FEDERAL TAX ID #: 472533456 Instructions: Please check the appropriate box ("I") after one of the following roman numerals, and provide all the requested information. I. \square 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 [newspaper] on [date]. The sealed bids were publicly opened on sealed bids were received and opened. II. \square The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by [newspaper advertisement, posting on website, mailing, etc.]. _____[#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. ____ [#] proposals were received and evaluated. The evaluation committee consisted received [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

| reno
(cor | This is a renewal, extension or amendment of an existing contract. contract was originally executed by Nassau County on [date]. This is a ewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP pies of the relevant pages are attached). The original contract was entered into the contract was entered in the contract was entered in the contract |
|--------------|--|
| rece | [describe curement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation he contractor's performance for any contract to be renewed or extended. If the contractor has not sived a satisfactory evaluation, the department must explain why the contractor should nevertheless be nitted to continue to contract with the county. |
| dep | X Pursuant to Executive Order No. 1 of 1993, as amended, at least three posals were solicited and received. The attached memorandum from the artment head describes the proposals received, along with the cost of each posal. |
| | ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR: |
| Χ | B. A Request for Qualifications was issued and a panel of firms qualified to provide legal services for the County has been established. The Law Offices of Robert P. Macchia & Associates has been added to this panel. The firm has been determined to be qualified by the Department in the areas of law listed in the attached routing sheet and assigned the case provided in the attached routing sheet, after a review of the panel, based on the firm's experience, expertise in the subject matters, and availability. |
| | ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached norandum from the department head explains why the department did not in 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. |

| required through an inter-municipal agreement. |
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| 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 |

□ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services

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

compelling need to continue services through the same provider. In those circumstances, attach an

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

firms.

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) The Law Offices of Robert P. Macchia & Associates, with an office located at 98 Front Street, Mineola, New York 11501 ("Counsel" or "Contractor").

WITNESSETH:

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

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

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

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

- Term. This Agreement shall commence on December 8, 2014 and shall terminate on December 7, 2015, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for four (4) additional one (1) year periods.
- Services. The services to be provided by Counsel under this Agreement shall consist of representing Nassau County, and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified ("Services"). The initial case assigned to Counsel, as well as the areas of law in which the Department has determined Counsel to be qualified to represent the County, are described in the attached Appendix A. Services shall include, but not be limited to: motion practice; pre-trial discovery; trial; appeals; transactional related issues; and such other Services as may be required to fully represent the County. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.
- Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of Twenty-four Thousand Nine Hundred Dollars (\$24,900.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i) Partner:

\$255.00

(ii) Of Counsel: \$255.00

(iii) Associate: \$205.00

(iv) Paralegal: \$90.00

(v) Law Clerk: \$90.00

- (2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.
- (b) <u>Vouchers: Voucher Review, Approval and Audit</u>. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "<u>Voucher</u>") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "<u>Comptroller</u>").
- (c) <u>Timing of Payment Claims</u>. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.
- (d) <u>Expenses and Disbursement</u>. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for expert costs, messengers, investigators, trial preparation services and other legitimate expenses. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements or any expense or disbursement not listed in this paragraph.
- (e) <u>No Duplication of Payments</u>. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.
- (f) <u>Payments in Connection with Termination or Notice of Termination</u>. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.
- 4. <u>Independent Contractor</u>. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "<u>Counsel Agent</u>"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (<u>iii</u>) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

- 5. <u>No Arrears or Default</u>. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
- 6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
- (b) <u>Nassau County Living Wage Law.</u> Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:
 - (i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;
 - (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
 - (iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.
- (c) <u>Records Access</u>. The parties acknowledge and agree that all records, information, and data ("<u>Information</u>") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.
- 7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

- 8. <u>Service Standards</u>. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 9. <u>No Conflict Representation</u>. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.
- 10. <u>Indemnification</u>; <u>Defense</u>; <u>Cooperation</u>. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "<u>Indemnified Parties</u>") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, <u>provided</u>, <u>however</u>, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.
 - (d) The provisions of this Section shall survive the termination of this Agreement.
- 11. <u>Insurance</u>. (a) <u>Types and Amounts</u>. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.
- (b) <u>Acceptability; Deductibles; Subcontractors</u>. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in

form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

- (c) <u>Delivery</u>: <u>Coverage Change</u>: <u>No Inconsistent Action</u>. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.
- 12. Assignment: Amendment: Waiver: Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
- 13. <u>Termination</u>. (a) <u>Generally</u>. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

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

- (c) <u>Counsel Assistance upon Termination</u>. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.
- 14. Accounting Procedures; Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles or such other standard accounting principles that are acceptable within the industry and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.
- 15. <u>Limitations on Actions and Special Proceedings against the County</u>. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.
- (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (\underline{i}) one (1) year of the first to occur of (\underline{A}) final payment under or the termination of this Agreement, and (\underline{B}) the accrual of the cause of action, and $(\underline{i}\underline{i})$ the time specified in any other provision of this Agreement.
- 16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.
- Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

- 18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.
- 19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- (d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
- 20. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 21. <u>Administrative Service Charge</u>. Counsel agrees to pay the County an administrative service charge of One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.
 - 22. Executory Clause. Notwithstanding any other provision of this Agreement:
- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required,

approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

- (b) <u>Availability of Funds</u>. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.
- 23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

THE LAW OFFICES OF ROBERT P. MACCHIA & ASSOCIATES

| Ву: | B. Te | |
|--------|------------------|--|
| Name:_ | Robert ? Macchi- | |
| Title: | President | |
| Date: | 3-16-15 | |

NASSAU COUNTY

By:_

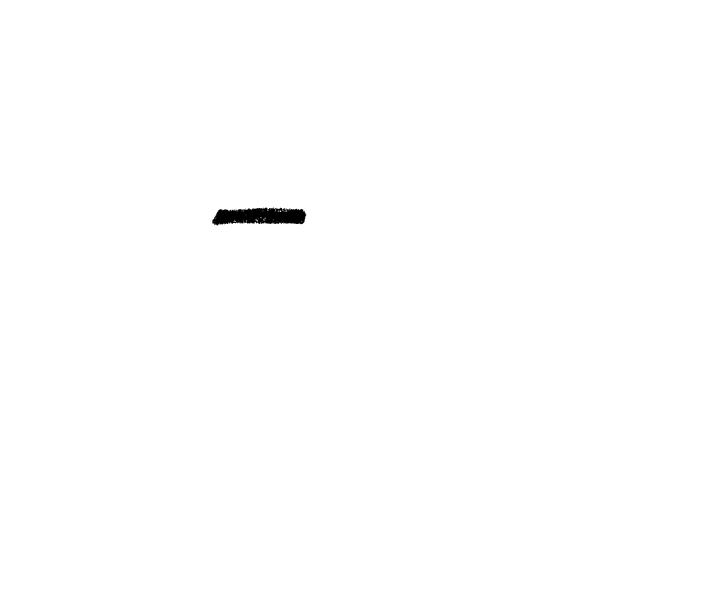
Name: \\\ \(\lambda \) \(\lambd

Deputy County Executive

Date:

PLEASE EXECUTE IN BLUE INK

| STATE OF NEW YORK))ss.: |
|---|
| COUNTY OF NASSAU) |
| On thelbday of |
| SHARON BLEIMEYER Notary Public - State of New York No. 019L5082326 Qualified in Nassau County Commission Expires July 21, 20 |
| STATE OF NEW YORK) |
|)ss.:
COUNTY OF NASSAU) |
| On the Story day of in the year 2015 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of; that he or she is a County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County. NOTARY PUBLIC |
| CONCETTA A PETRUCCI ANDTO PUENC, CIALE OF NEW YORK NO. 017 ERRES226 Qualified in Nexaes County Typinission Expires April C2, 20 1 |



Appendix A

Case assigned to Counsel as of the commencement of this Agreement to represent the County, Nassau County Police Department, and Nassau County EMT personnel:

JEFFREY KIRSCH & CYNTHIA KIRSCH v. NASSAU COUNTY, NASSAU COUNTY POLICE DEPARTMENT, POLICE OFFICER "JANE" THOMAS (first name being fictitious), POLICE OFFICER "JOHN" TOSI (first name being fictitious), SERGENT "JOHN DOE", POLICE OFFICERS JOHN/JANE DOES 1 THROUGH 15, WOODMERE FIRE DEPARTMENT, EMERGENCY MEDICAL SERVICES UNIT, NASSAU COUNTY POLICE DEPARTMENT EMERGENCY AMBULANCE BUREAU, EMT or AMTS JOHN/JANE DOE 1 and 2

Additional cases and/or matters may be assigned by the County Attorney, or their designee, to Counsel throughout the term of this Agreement in the following areas of law in which Counsel has been determined to be qualified by the Department:

- 1. Appellate;
- 2. Casualty;
- 3. Commercial Litigation;
- 4. Construction Litigation;
- 5. Insurance Law;
- 6. Mediation;
- 7. Tort Law

The Department may qualify Counsel in additional areas of law.

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Appendix EE Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional antidiscrimination 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.

- Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law

No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a

manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining

the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction

services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

| 1. | The chief executive officer of Contractor is: | |
|----|--|--|
| | Robert P. Mucchin | (Name) |
| | 98 Front Street Minesle 124.11 | (Address) |
| | S14 · 398 · 6267 (Tele | phone Number) |
| 2. | The Contractor agrees to either (1) comply with the requirements of the National Living Wage Law or (2) as applicable, obtain a waiver of the requirements pursuant to section 9 of the Law. In the event that the Contractor does not requirements of the Law or obtain a waiver of the requirements of the Law Contractor establishes to the satisfaction of the Department that at the time this Agreement, it had a reasonable certainty that it would receive such was Law and Rules pertaining to waivers, the County will agree to terminate the imposing costs or seeking damages against the Contractor | comply with the comply with the and such the of execution of the iver based on the |
| 3. | In the past five years, Contractor has has not been found be government agency to have violated federal, state, or local laws regulating or benefits, labor relations, or occupational safety and health. If a violatio assessed against the Contractor, describe below: | payment of wages |
| | | |
| | | |
| | | |
| | | |

| | initiated judicial action has has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below: |
|-------|---|
| | |
| | |
| | |
| 5. | Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance. |
| | by certify that I have read the foregoing statement and, to the best of my knowledge and belief, se, correct and complete. Any statement or representation made herein shall be accurate and of the date stated below. |
| Dated | 3 - 16 - n Signature of Chief Executive Officer |
| | Name of Chief Executive Officer |
| | |
| 1. | day of March, 20/5 |

SHARON BLEIMEYER

Notary Public - State of New York

No.-019L5082326

Qualified in Nassau County

Commission Expires July 21, 20



Department: County Attorney

U-14-16

Contract Details

SERVICES: Special counsel

| NIFS ID #: <u>CLAT16000014</u> | NIFS Entry Date: <u>03/15/2016</u> Term: <u>03/13/2014-03/</u> | 12/2016 | |
|--------------------------------|--|----------|-----|
| New Renewal | 1) Mandated Program: | Yes 🔲 No | o 🛛 |
| Amendment #1 | 2) Comptroller Approval Form Attached: | Yes 🛛 No | 0 🗌 |
| Time Extension | 3) CSEA Agmt. § 32 Compliance Attached: | Yes No | o 🖂 |
| Addl. Funds | 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes 🛛 No | 0 🔲 |
| Blanket Resolution RES# | 5) Insurance Required | Yes 🛛 No | 0 🗆 |

Agency Information

| Vendo | on and | County Department |
|----------------------------------|-------------------|-------------------------|
| Name | Vendor ID# | Department Contact |
| Jackson Lewis P.C. | 463862389 | Jaclyn Delle |
| Address | Contact Person | Address |
| 58 South Service Road, Suite 250 | Marc Wenger, Esq. | 1 West St. |
| Melville, New York 11747 | | Mineola, New York 11501 |
| | Phone | Phone |
| | (631) 247-0404 | (516) 571-3034 |

Routing Slip

| DATE
Rec'd | DEPARTMENT | -Internal Verification | | DATE.
Appy'd& -
Fw'd. | SIGNATURE | Leg, Approval -
Required 4 |
|---------------|---------------------|--|---|-----------------------------|-----------------|--|
| | Department | NIFS Entry (Dept)
NIFS Appvl (Dept. Head) | | | COOL Ha | |
| | OMB | NIFS Approval | | 3/22/16 | Sarphell Chilis | Yes No No Not required if blanket resolution |
| | County Attorney | CA RE&I Verification | ď | 4/8/16 | tachys et | |
| | County Attorney | CA Approval as to form | Ø | 4/8/16 | farly de | Yes 🗹 No 🗌 |
| | Legislative Affairs | Fw'd Original K to CA | | | | |
| | Rules 🔲/ Leg. 🔲 | | | | | |
| | County Attorney | NIFS Approval | | | | |
| | County Comptroller | NIFS Approval | | _ | AP. | |
| | County Executive | Notarization
Filed with Clerk of the Leg. | | 5/2/16 | ENH 1 | |

RESEAUTATE LEGISTANTES AND SECTION TO SECTIO



Department: County Attorney

Contract Summary

| O O I I I I I I I I I I I I I I I I I I | | | | | | | |
|---|---|-------------------------|----------------------|-----------------|-------------------|-------------|--|
| Description: Amendment #1 to special counsel contract. | | | | | | | |
| County Attorney, or their designee, within the fol | Purpose: Amendment to a contract to represent Nassau County and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the following areas of law which the Department has determined Counsel to be qualified: Federal Civil Rights, Section 1983, Labor and Employment Law, and Municipal Law. | | | | | | |
| Method of Procurement: Contract amendr | nent. See pro | curement history | below. | | | | |
| | | | | | | | |
| Procurement History: A Request for Quali | | | | | | | |
| reviewed. Ultimately, Jackson Lewis P to provide services in the qualified areas | | | | | | | |
| although given the expertise and experie | | | | | | | |
| has previously contracted with the Cour | ıty. | | | | | | |
| Description of General Provisions: As described | d above. | | | | | | |
| Impact on Funding / Price Analysis: \$24,900.00 |) | | | | | | |
| Change in Contract from Prior Procurement: | N/A | | | | | | |
| | | | | | | | |
| Recommendation: Approve as submitted. | | | | | | | |
| Advisement Information | on | | | | | | |
| BUDGET CODES SEUNDING | ¢ SOURCE | *AMOUNT | LINE | TA INDEX/OBJECT | CODE | AMOUNT | |
| Fund: GEN Revenue Co | entil maniero de la nomina de la dec | XXXXXXX | 1 | ATGEN1100/DE502 | | \$24,900.00 | |
| Control: AT County | | \$24,900.00 | 2 | | | \$ | |
| Resp: 1100 Federal | | \$ | 3 | | | \$ | |
| Object: DE502 State | | \$ | 4 | | V | \$ | |
| Transaction: Capital | | \$ | 5 | | | \$ | |
| Other | | \$ | 6 | | | \$ | |
| RENEWAL | TOTAL | \$24,900.00 | | | TOTAL | \$24,900.00 | |
| % Increase | % Increase | | | | | | |
| % Decrease Document Prepared By: Date: | | | | | | | |
| ran a san | | A MARKY COMMINGER'S | artification *** | Count | v Evecutive v And | No. | |
| NIFS Certification Comptroller Certification Comptroller Certification I certify that this document was accepted into NIFS. Certify that an unencumbered balance sufficient to cover this contract is | | | | | | | |
| т сетву шасине оосинати was авсорае ило тчто. | | present in the appropri | ation to be charged. | Many | Hon/ | | |

| | I certify that this document was accepted into NIFS. | present in the appropriation to be charged. | Cht & h |
|------|--|---|-----------------------|
| Name | | Name | Date 5/2/16 |
| Date | | Date | (For Office Use Only) |
| | | | |



Nassau County Interim Finance Authority

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

| 1. Vendor: | Jackson Lewis P.C. (CLA | T16000014) | | | |
|---|---|------------------------|----------------------------------|------------------|-------------|
| 2. Dollar amount requir | ring NIFA approval: \$ | 24,900.00 | | | |
| Amount to be encum | bered: \$ 24,900.00 | | | | |
| This is a | New Contract Advisen | nent 🖊 Ame | ndment | | |
| If advisement - NIFA only | should be full amount of contr
needs to review if it is increasing
thould be full amount of amend | ng funds above th | e amount previous | sly approved b | y NIFA |
| 3. Contract Term: 0 | 3/13/2014-03/12/2016 | | | | |
| Has work or services on | this contract commenced? | ✓ Yes | No | | |
| If yes, please explain: | Contractor continuing ser | rvices as ameno | lment is sent thro | ough approva | als |
| 4. Funding Source: | | | | | |
| ✓ General Fund (GEI
Capital Improveme
Other | N) ——
ent Fund (CAP) | Grant Fund (GRT | Federal %
State %
County % | | |
| Is the cash available for the | full amount of the contract? | | Yes | No | |
| If not, will it require a f | uture borrowing? | | Yes | No | |
| Has the County Legislature | approved the borrowing? | | Yes | No | N/A |
| Has NIFA approved the bor | rowing for this contract? | | Yes | No | N/A |
| 5. Provide a brief descri | ption (4 to 5 sentences) of | f the item for w | hich this approv | al is request | ted: |
| in various matters as reque | contract to represent Nassau Cour
sted by the County Attorney, or the
be qualified: Federal Civil Rights, S | air designee, within t | ne following areas of | law which the De | epartment |
| 6. Has the item request | ed herein followed all pro | per procedure | s and thereby ap | proved by th | ie: |
| Nassau County Attorney
Nassau County Commit | as to form
tee and/or Legislature | Yes I | No N/A
No N/A | | |
| Date of approval(s) a | ınd citation to the resoluti | ion where appr | oval for this iter | n was provid | led: |
| | | | | | |
| | | | | | |
| r Idontify all assets | (with dollar amounts) wit | h this on on off | iliotad nautovodi | hin the nair | maa montho |
| /. Identify an contracts | (with donar amounts) Wit | m uns of an an | mateu party Wil | mii uie prioi | 12 monuis; |
| | | | | | |

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.

| Lossann | DO O | 3/24/16 |
|------------------------|---------------------------------------|---|
| Signature | Title | Date |
| Print Name | | |
| | COMPTROLLER'S | S OFFICE |
| | Nassau County Approved Budget a | ormation listed is true and accurate and is in and not in conflict with the Nassau County |
| Regarding funding, ple | ase check the correct response: | |
| I certify that the | funds are available to be encumbed | ered pending NIFA approval of this contract. |
| | onding for this contract has been app | proved by NIFA.
ut the project requires NIFA bonding authorization |
| Signature | Title | Date |
| Print Name | | |
| | NIFA | |
| Amount being approve | d by NIFA: | |
| Signature | Title | Date |
| Print Name | | |

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

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

NIFA reserves the right to request additional information as needed.

George Maragos Comptroller



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.

| and amendments. |
|--|
| CONTRACTOR NAME: <u>Jackson Lewis P.C. (CLAT16000014)</u> |
| CONTRACTOR ADDRESS: <u>58 South Service Road, Suite 250, Melville, New York 11747</u> |
| FEDERAL TAX ID #: 463862389 |
| <u>Instructions:</u> Please check the appropriate box ("\sum") after one of the following roman numerals, and provide all the requested information. |
| I. The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in [newspaper] on |
| [date]. The sealed bids were publicly opened on [date] [#] of sealed bids were received and opened. |
| II. The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on [date]. Potential proposers were made aware of the availability of the RFP by |
| [date]. Potential proposers were made aware of the availability of the RFP by advertisement in [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on [date] [state #] proposals were received and evaluated. The evaluation committee consisted of: |
| (list # of persons on |
| committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected. |

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

The contract was originally executed by Nassau County on June 6, 2014. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a Request for Qualification was issued and a panel of law firms was established. Law firms from the panel were reviewed. Ultimately, Jackson Lewis P.C., a firm not on the panel, was selected due to (i) expertise; (ii) experience; and (iii) availability to provide services in the qualified areas described above. The hourly rates under this contract are slightly higher than the panel rates, although given the expertise and experience of Jackson Lewis P.C., the higher rates were accepted. Additionally, Jackson Lewis P.C. has previously contracted with the County.

| rates were accepted. Additionally, Jackson Lewis P.C. has previously contracted 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. | | | | |
| Pursuant to Executive Order No. 1 of 1993 as amended, the attached brandum from the department head explains why the department did not at least three proposals. | | | | |
| A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner. | | | | |
| B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached). | | | | |
| C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract. | | | | |
| | | | | |

□ D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the services

required through an inter-municipal2agreement.

VI.

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

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

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

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

IX. □ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

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

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

Department Head Signature

Date

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

Page 1 of 4

COUNTY OF NASSAU

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

| 1. | Name of the Entity:Jackson Lewis P.C. |
|--------------------------|--|
| | Address: 58 South Service Road, Suite 250 |
| | City, State and Zip Code: Melville, New York 11747 |
| 2. | Entity's Vendor Identification Number: 46-3862389 |
| 3, | Type of Business: Public Corp Partnership Joint Venture |
| | Ltd. Liability CoClosely Held CorpProfessional Corp Other (specify) |
| of Join
sheets | List names and addresses of all principals; that is, all individuals serving on the Board of ors or comparable body, all partners and limited partners, all corporate officers, all parties at Ventures, and all members and officers of limited liability companies (attach additional if necessary): |
| | artico logi. |
| | |
| | |
| | |
| | |
| | |
| 5.
shareho
held Co | List names and addresses of all shareholders, members, or partners of the firm. If the older is not an individual, list the individual shareholders/partners/members. If a Publicly proporation, include a copy of the 10K in lieu of completing this section. |
| See a | above. |
| | |
| | |

| 6. List all affiliated and related companies and their relationship to the firm et l. above (if none, enter "None"). Attach a separate disclosure form for each affilia subsidiary company that may take part in the performance of this contract. Such discussed to include affiliated or subsidiary companies not previously disclosed the updated to include affiliated or subsidiary companies not previously disclosed the performance of the contract. N/A 7. List all lobbyists whose services were utilized at any stage in this matter (i. bid, post-bid, etc.). The term "lobbyist" means any and every person or organization employed or designated by any client to influence - or promote a matter before - N its agencies, boards, commissions, department heads, legislators or committees, inclimited to the Open Space and Parks Advisory Committee and Planning Commissionatters include, but are not limited to, requests for proposals, development or impreal property subject to County regulation, procurements. The term "lobbyist" doe any officer, director, trustee, employee, counsel or agent of the County of Nassau, New York, when discharging his or her official duties. (a) Name, title, business address and telephone number of lobbyist(s): N/A | |
|---|---|
| 1. above (if none, enter "None"). Attach a separate disclosure form for each affilia subsidiary company that may take part in the performance of this contract. Such d be updated to include affiliated or subsidiary companies not previously disclosed the updated to include affiliated or subsidiary companies not previously disclosed the in the performance of the contract. N/A 7. List all lobbyists whose services were utilized at any stage in this matter (i.e., bid, post-bid, etc.). The term "lobbyist" means any and every person or organization employed or designated by any client to influence - or promote a matter before - N its agencies, boards, commissions, department heads, legislators or committees, inclimited to the Open Space and Parks Advisory Committee and Planning Commissionatters include, but are not limited to, requests for proposals, development or impring property subject to County regulation, procurements. The term "lobbyist" doe any officer, director, trustee, employee, counsel or agent of the County of Nassau, New York, when discharging his or her official duties. (a) Name, title, business address and telephone number of lobbyist(s): | |
| 7. List all lobbyists whose services were utilized at any stage in this matter (i.e. bid, post-bid, etc.). The term "lobbyist" means any and every person or organizatic employed or designated by any client to influence - or promote a matter before - N its agencies, boards, commissions, department heads, legislators or committees, inclimited to the Open Space and Parks Advisory Committee and Planning Commission matters include, but are not limited to, requests for proposals, development or imprereal property subject to County regulation, procurements. The term "lobbyist" doe any officer, director, trustee, employee, counsel or agent of the County of Nassau, New York, when discharging his or her official duties. (a) Name, title, business address and telephone number of lobbyist(s): | ited or
Reclosu |
| bid, post-bid, etc.). The term "lobbyist" means any and every person or organization employed or designated by any client to influence - or promote a matter before - N its agencies, boards, commissions, department heads, legislators or committees, inclimited to the Open Space and Parks Advisory Committee and Planning Commission atters include, but are not limited to, requests for proposals, development or improved property subject to County regulation, procurements. The term "lobbyist" doe any officer, director, trustee, employee, counsel or agent of the County of Nassau, New York, when discharging his or her official duties. (a) Name, title, business address and telephone number of lobbyist(s): | |
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| | assau Coluding on, Su roveme os not in |
| N/A | |
| | |
| | |
| | |
| <u> </u> | |
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5.1 5.1

| (h) Describe labba | dinamentation of the transfer |
|--|---|
| lescription of lobbying activ | ring activity of each lobbyist. See below for a complete rities, |
| N/A | |
| | |
| | |
| | |
| | |
| - | |
| lassau County, New York St | |
| N/A | |
| | |
| | |
| | |
| . VERIFICATION: Thi ontractor or Vendor authorize | is section must be signed by a principal of the consultant, ed as a signatory of the firm for the purpose of executing Contr. |
| he undersigned affirms and statements and they are, to his | so swears that he/she has read and understood the foregoing /her knowledge, true and accurate. |
| | |
| Dated: 3/10/16 | Signed: MMS-My |
| , • | 1// 1 2 1) |
| | Print Name: 6 a/mc 3. Wenger |

Section (Association of the Control

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

| Equity Principals - Jackson Lew
as of 03/09/2016 | 191 (91 | |
|---|---|-------------------------|
| 23 07 03/03/2010 | <u> </u> | |
| Name | Address | |
| Abel, Ashley B. | | City, State & Zip |
| Abrahams, Nadine C. | 15 S. Main Street, Suite 700 | Greenville, SC 29601 |
| Adler-Paindiris, Stephanie L. | 150 North Michigan Avenue, Suite 2500 | Chicago, IL 60601 |
| Allen, David S. | 390 N. Orange Avenue, Sulte 1285 | Orlando, FL 32801-1641 |
| Alvarez, Francis P. | 725 So. Figueroa Street, Sulte 2500 | Los Angeles, CA 90017 |
| | 44 South Broadway, 14th Floor | White Piains, NY 10601 |
| Alvarez, Gregory T. | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 |
| Amiot, Brooks R. | 2800 Quarry Lake Drive, Suite 200 | Baltimore, MD 21209 |
| Anders, Brett M. | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 |
| Anthony, William J. | 18 Corporate Woods Boulevard, 3rd Floor | Albany, NY 12211 |
| Antone, Christopher C. | 500 N. Akrad, Sulte 2500 | Dallas, TX 75201 |
| Arencibia, Nancy J. | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 |
| Aron, Martin W. | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 |
| Askanas, Mark S. | 50 Cailfornia Street, 9th Floor | San Francisco, CA 94111 |
| Atlas, Clifford R. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| Attwood, Mark R. | 725 So. Figueroa Street, Sulte 2500 | Los Angeles, CA 90017 |
| Aversa, Robyn L. | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 |
| Baderian, Steven D. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| Baken, Scott T. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| Baker, Tammy L. | First Commercial Bank Bldg, 800 Shades Creek Parkway, Suite 870 | Birmingham, AL 35209 |
| Bauer, Lori D. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| Bennett, John K. | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 |
| Berens, Kelvin C. | 10050 Regency Circle | Omaha, NE 68114 |
| Bertoncini, Michael R. | 75 Park-Plaza, 4th Floor | Boston, MA 02116 |
| Block, David E. | One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500 | Miami, FL 33131- 2374 |
| Bloom, Howard M. | 75 Park Plaza, 4th Floor | Boston, MA 02116 |
| Bogaty, lan 8. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| Boomer, Mitchell F. | 50 California Street, 9th Floor | San Francisco, CA 94111 |
| Borna, Emily S. | 1155 Peachtree Street, NE Sulte 1000 | Atlanta , GA 30309 |
| Botana, James F. | 150 North Michigan Avenue, Suite 2500 | Chicago, IL 60601 |
| Bovee, Tanya A. | 90 State House Square, 8th Floor | Hartford, CT 06103 |
| Bradshaw, David S. | 400 Capital Mail, Suite 1600 | Sacramento, CA 95814 |
| Brecher, Jeffrey W. | 58 South Service Road, Sulte 250 | Melville, NY 11747 |
| Briton, Roger H. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| Brody, Jeffrey S. | 75 Park Plaza, 4th Floor | Boston, MA 02116 |
| Brown, Tyler A. | 50 California Street, 9th Floor | |
| Bryan, Jared L. | 5000 Birch Street, Sta 5000 | San Francisco, CA 94111 |
| Bulmer, Peter R. | | Newport Beach, CA 9266 |
| Camardella, Matthew J. | 150 North Michigan Avenue, Suite 2500 | Chicago, IL 60601 |
| Capobianco, Robert W. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| Carlozzi, Linda R. | 1155 Peachtree Street, NE Sulte 1000 | Atlanta, GA 30309 |
| Carroll, Scott A. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| Carter, James P. | Pnc Center, 201 E, Flfth Street, 26th Fl | Cincinnati, OH 45202 |
| | 5000 Birch Street, Ste 5000 | Newport Beach, CA 9266 |
| Cerasano, Stephanle M. | Biltmore Financial Center, 2398 East Camelback Road, Suite 1060 | Phoenix, AZ 85016 |
| Chavey, Victoria Woodin | 90 State House Square, 8th Floor | Hartford, CT 06103 |
| Cherof, Edward M. | 1155 Peachtree Street, NE Sulte 1000 | Atlanta , GA 30309 |
| Chin, K. Joy | 58 South Service Road, Sulte 250 | Melville, NY 11747 |
| Christensen, Brian | 7101 College Blvd., Suite 1150 | Overland Park, KS 66211 |
| Christensen, Deverle J. | 3800 Howard Huges Pkwy, Suite 600 | Las Vegas, NV 89169 |
| Christian, Michael J. | 400 Capital Mall, Suite 1600 | Sacramento, CA 95814 |
| Cini, Holly L | 90 State House Square, 8th Floor | Hartford, CT 06103 |
| Cino, Richard J. | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 |
| Cino, Vincent A. | 220 Headquarters Plaza East Tower, 7th Fl | |

| Equity Principals - Jackson Le | WIS P.C. | |
|---|---|------------------------|
| as of 03/09/2016 | | |
| Name | | |
| · | Address | City, State & Zip |
| 4 Cooper, Michael R. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 5 Corcoran, Susan M. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 6 Corpuz, Victor N. | 500 N. Akrad, Sulte 2500 | Dallas, TX 75201 |
| 7 Corradino, Jeffrey J. | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 |
| 8 Courtlan, Jennifer B. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 9 Davis, Thomas A. | First Commercial Bank Bidg, 800 Shades Creek Parkway, Suite 870 | Birmingham, AL 35209 |
| 0 Davis, William L. | 500 N. Akrad, Suite 2500 | Dallas, TX 75201 |
| 1 de Bernardo, Mark A. | 10701 Parkridge Boulevard, Ste 300 | Reston, VA 20191 |
| 2 DeBlasio, Joseph C. | 766 Shrewsbury Avenue | Tinton Falls, NJ 07724 |
| 3 DeCamp, Paul | 10701 Parkridge Boulevard, Ste 300 | Reston, VA 20191 |
| 4 DiOrio, Anthony J. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 5 Dishman, Nell H. | 150 North Michigan Avenue, Suite 2500 | Chicago, IL 60601 |
| 6 Diulus-Myers, A. Patricia | Liberty Center, 1001 Liberty Avenue, Sulte 1000 | Plttsburgh, PA 15222 |
| 7 Dodge, Garen E. | 10701 Parkridge Boulevard, Ste 300 | Reston, VA 20191 |
| 8 Drenan, Michael D. | 225 Broadway, Sulte 2000 | San Diego, CA 92101 |
| 9 Duddleston, David J. | Capella Tower, 225 S. 67h Street, Suite 3850 | Minneapolis, MN 55402 |
| OjEgan, Patrick L. | 75 Park Plaza, 4th Floor | Boston, MA 02116 |
| 1 Ekelman, Felice B. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 2 Farber, Mia | 725 So. Figueroa Street, Sulte 2500 | Los Angeles, CA 90017 |
| B Felsberg, Eric J. | 58 South Service Road, Sulte 250 | Melville, NY 11747 |
| 4 Filla, Cynthla L. | 725 So. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 |
| 75 Fischer, A. Robert | 816 Congress Avenue, Suite 1530 | Austin, TX 78701 |
| 6 Ford, Debra Weiss | 100 International Drive, Ste 363 | Portsmouth, NH 03801 |
| 77 Forment, Pedra P. | One Biscayne Tower, 2 South Biscayne Bivd, Suite 3500 | Mlaml, FL 33131-2374 |
| 78 Fossati, Yvonne Arvanitis | 725 So. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 |
| 79 Friedland, Allan S. | 90 State House Square, 8th Floor | Hartford, CT 06103 |
| 30 Fu, Minnie | 10701 Parkridge Boulevard, Ste 300 | |
| 31 Garofalo, Beverly W. | | Reston, VA 20191 |
| | 90 State House Square, 8th Floor | Hartford, CT 06103 |
| 32 Glbbons, Thomas R.
33 Gilson, Roger P., Jr. | 90 State House Square, 8th Floor | Hartford, CT 06103 |
| 34 Girshan, Todd H. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 5 Glitler, Amy J. | Biltmore Financial Center, 2398 East Camelback Road, Suite 1060 | Phoenix, AZ 85016 |
| 6 Golder, David R. | 90 State House Square, 8th Floor | Hartford, CT 06103 |
| 7 Goldstein, Brian P. | 18 Corporate Woods Boulevard, 3rd Floor | Albany, NY 12211 |
| 8 Goodman, Steven S. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| 9 Gordon, David L. | 1155 Peachtree Street, NE Suite 1000 | Atlanta , GA 30309 |
| O Greenberg, Richard I. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 1 Griffin, Michael A. | 520 Pike Street, Suite 2300 | Seattle, WA 98101 |
| 2 Hafets, Richard J. | 2800 Quarry Lake Drive, Sulte 200 | Baltimore, MD 21209 |
| 3 Hammock, Bradford T. | 10701 Parkridge Boulevard, Ste 300 | Reston, VA 20191 |
| 4 Hanagan, Sean G, | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 5 Hartsfield, Dan | 500 N. Akrad, Sulte 2500 | Dallas, TX 75201 |
| 6 Hash, Paul E. | 500 N. Akrad, Sulte 2500 | Dallas, TX 75201 |
| 7 Helferman, Robert | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 8 Hekle, Michael R. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 9 Hoffman, Samantha N. | 5000 Birch Street, Ste 5000 | Newport Beach, CA 9266 |
| O Holles, David G., Jr. | 225 Broadway, Suite 2000 | San Diego, CA 92101 |
| 1 Holden, Kevin D. | Two James Center, 1021 E. Cary Street, Sulte 1200 | Richmond, VA 23219 |
| 2 Holland, Patricia L. | 3737 Glenwood Avenue | Raleigh, NC 27612 |
| 3 Hood, Michael A. | 5000 Blrch Street, Ste 5000 | Newport Beach, CA 9266 |
| 4 Islinger, David G. | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 |
| 5 Jacobster, Michael D. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 6 Janeiro, Gina K. | Capella Tower, 225 S. 6Th Street, Suite 3850 | Minneapolis, MN 55402 |

| Equity Principals - Jackson Le | ewis P.C. | - - - - - - - - - - |
|--------------------------------|---|--|
| as of 03/09/2016 | | * ** * |
| | | |
| Name | Address | City, State & Zip |
| 07 Jarrett, Danny W. | 4300 San Mateo Blvd NE, Sulte B-260 | |
| 08 Jatana, Nicky | 725 So. Figueroa Street, Suite 8-200 | Albuquerque, NM 87110 |
| 09 Jeffrey, Edward V. | 44 South Broadway, 14th Floor | Los Angeles, CA 90017 |
| 10 Jenkins, Maurice G. | | White Plains, NY 10601 |
| 11 Jimenez, David R. | Town Center, 2000 Town Center, Suite 1650 | Southfield, MI 48075 |
| 12 Johnsrud, Barry Alan | 90 State House Square, 8th Floor | Hartford, CT 06103 |
| 13 Jones, Robert K. | 520 Plke Street, Suite 2300 | Seattle, WA 98101 |
| | Biltmore Financial Center, 2398 East Camelback Road, Suite 1060 | Phoenix, AZ 85016 |
| 14 Kaplan, Roger S. | 58 South Service Road, Sulte 250 | Melville, NY 11747 |
| 15 Kazaglis, Ted N. | 3737 Glenwood Avenue | Rafelgh, NC 27612 |
| 16 Kee, Conrad S. | 222 South Main Street, Suite 500 | Salt Lake City, UT 84101 |
| 17 Keiper, Jeffrey 8. | Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd | Cleveland, OH 44131 |
| 18 Kelly, Joel P. | 725 So. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 |
| 19 Kelly, Paul V. | 75 Park Plaza, 4th Floor | Boston, MA 02116 |
| 20 Kerman, David J. | 75 Park Plaza, 4th Floor | Boston, MA 02116 |
| 21 Khetarpal, Monica Hersh | 150 North Michigan Avenue, Suite 2500 | Chicago, IL 60601 |
| 22 Kirmani, Samia M. | 75 Park Plaza, 4th Floor | Boston, MA 02116 |
| 23 Kohler, Dion Y. | 1155 Peachtree Street, NE Sulte 1000 | Atlanta , GA 30309 |
| 24 Kozak, Jonathan M. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 25 Landau, Richard D. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 26 Lashus, Kevin | 816 Congress Avenue, Sulte 1530 | |
| 27 Latham, Weldon H. | | Austin, TX 78701 |
| 28 Lauderdale, D. Christopher | 10701 Parkridge Boulevard, Ste 300 | Reston, VA 20191 |
| | 15 S. Main Street, Suite 700 | Greenville, SC 29601 |
| 29 Lauri, Kevin G. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 30 Lazzarotti, Joseph J. | 220 Headquarters Plaza East Tower, 7th Fi | Morristown, NJ 07960 |
| 31 Lessmann, Ryan P. | US Bank Tower, 950 17th Street, Sulte 2600 | Denver, CO 80202 |
| 32 Lewis, Stephanie E. | 15 S. Main Street, Suite 700 | Greenville, SC 29601 |
| 33 Liberatore, Frank M. | 725 So. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 |
| 34 Lieberman, Penny Алп | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 35 Liss, Jessica L. | 7733 Forsyth Blvd., Suite 600 | St. Louis, MO 63105 |
| 36 Lucas, Thomas M. | 500 E. Main Street, Suite 800 | Norfolk, VA 23510 |
| 37 Lynett, Joseph J. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 38 Mackey, Thomas G. | 725 So. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 |
| 39 Magnus, Eric R. | 1155 Peachtree Street, NE Sulte 1000 | Atlanta , GA 30309 |
| 40 Mancher, Mark S. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| 41 Manning, William J. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 42 Marchlewski, Theresa M. | 725 So. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 |
| 43 Margulles, Richard N. | 501 Riverside Avenue, Suite 902 | Jacksonville, FL 32202 |
| 44 Martin, Joseph M. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 45 McAlpine, Fraser A. | 50 Callfornia Street, 9th Floor | San Francisco, CA 94111 |
| 46 McDonough, Thomas P. | 44 South Broadway, 14th Floor | |
| 47 McFetridge, Jane M. | | White Pialns, NY 10601 |
| 48 McGee, Emmett F., Jr. | 150 North Michigan Avenue, Suite 2500 | Chicago, IL 60601 |
| 49 McKenna, James A. | 2800 Quarry Lake Drive, Sulte 200 | Baltimore, MD 21209 |
| | 150 North Michigan Avenue, Sulte 2500 | Chicago, (L 60601 |
| 50 Melik, Wendy J. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| S1 Montgomery, David K. | Pnc Center, 201 E. Flfth Street, 26th Fl | Cincinnati, OH 45202 |
| 52 Moran, Kathryn Montgomer | | Chicago, IL 60601 |
| 53 Morsilii, Robert H. | 75 Park Plaza, 4th Floor | Boston, MA 02116 |
| 54 Moskowitz, Peter C. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 55 Moss, Peter N. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 56 Mullin, Patrick C. | SO California Street, 9th Floor | San Francisco, CA 94111 |
| 57 Mulroy, James R. | 999 Shady Grove Road, Suite 110 | Memphls, TN 38120 |
| 58 Munger, Stephen X. | 1155 Peachtree Street, NE Sulte 1000 | Atlanta, GA 30309 |
| 59 Nagle, David E. | Two James Center, 1021 E. Cary Street, Suite 1200 | Richmond, VA 23219 |

| Catally Delaglands Lanks a Lanks | I. B.A. | |
|----------------------------------|--|-------------------------|
| Equity Principals - Jackson Lew | IS F.C. | |
| as of 03/09/2016 | | |
| New | | |
| Name | Address | City, State & Zip |
| 160 Napler-Joyce, Joy M. | 2800 Quarry Lake Drive, Suite 200 | Baltimore, MD 21209 |
| 161 Nieman, Matthew F. | 10701 Parkridge Boulevard, Ste 300 | Reston, VA 20191 |
| 162 Nolan, John M. | Three Parkway, 1601 Cherry Street, Sulte 1350 | Philadelphia, PA 19102 |
| 163 Novick, Mlndy S. | 725 So. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 |
| 164 Oborne, Scott | Congress Center, 1001 SW Flfth Ave, Suite 1205 | Portland, OR 97204 |
| 165 O'Connor, Bryan P. | 520 Pike Street, Suite 2300 | Seattle, WA 98101 |
| 166 Ombok, Otleno B. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 167 Oswald, Suellen | Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd | Cleveland, OH 44131 |
| 168 Outwater, Lynn C. | Liberty Center, 1001 Liberty Avenue, Suite 1000 | Pittsburgh, PA 15222 |
| 169 Owens, L. Dale | 1155 Peachtree Street, NE Suite 1000 | Atlanta , GA 30309 |
| 170 Palndiris, Tasos C. | One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500 | Mlami, FL 33131- 2374 |
| 171 Palmer, CAry G. | 400 Capital Mall, Suite 1600 | |
| 172 Panzini, James J. | 220 Headquarters Plaza East Tower, 7th Fl | Sacramento, CA 95814 |
| 1.73 Paterniti, Stephen T. | 75 Park Plaza, 4th Floor | Morristown, NJ 07960 |
| 174 Pattison, Robert M. | 50 California Street, 9th Floor | Boston, MA 02116 |
| 175 Peck, Amy L. | 10050 Regency Circle | San Francisco, CA 94111 |
| 76 Peet, Stephanie J. | | Omaha, NE 68114 |
| 77 Perry, Robert R. | Three Parkway, 1601 Cherry Street, Sulte 1350 666 3rd Avenue, 29th Floor | Philadelphia, PA 19102 |
| 78 Peterson, Andrew A. | oob 31d Avenue, 29th Floor | New York, NY 10017 |
| 79 Petkovích, Michael N. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 80 Phillips, Michelle E. | 10701 Parkridge Boulevard, Ste 300 | Reston, VA 20191 |
| | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| .81 Pickett, Andrew C. | 75 Park Plaza, 4th Floor | Boston, MA 02116 |
| 82 Plekara, Thomas P. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 83 Porta, John J. | 58 South Service Road, Suite 250 | Melviile, NY 11747 |
| .84 Prozzi, James A. | Liberty Center, 1001 Liberty Avenue, Sulte 1000 | Pittsburgh, PA 15222 |
| 85 Rassif, Jenna Rinehart | One Biscayne Tower, 2 South Biscayne Blvd, Sulte 3500 | Miaml, FL 33131- 2374 |
| 86 Remy, John M. | 10701 Parkridge Boulevard, Ste 300 | Reston, VA 20191 |
| 87 Richter, Chad P. | 10050 Regency Circle | Omaha, NE 68114 |
| 88 Riolo, Greg A. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 89 Roberts, Cralg S. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| 90 Rosen, Philip B. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 91 Rubin, Alian S. | Town Center, 2000 Town Center, Sulte 1650 | Southfield, M1 48075 |
| 92 Ryan, Sarah J. | Congress Center, 1001 SW Fifth Ave, Suite 1205 | Portland, OR 97204 |
| 93 Saccomano, Joseph A., Jr. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 94 Sandoval, Cynthla S. | 5000 Birch Street, Ste 5000 | Newport Beach, CA 92660 |
| 95 Satterfield, Andreas N., Jr. | 15 S. Main Street, Suite 700 | Greenville, SC 29601 |
| 96 Schey, Richard W. | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 |
| 97 Schloss, Craig A. | 225 Broadway, Sulte 2000 | San Diego, CA 92101 |
| 98 Schloss, Leonora M. | 725 So. Figueroa Street, Sulte 2500 | Los Angeles, CA 90017 |
| 99 Schwartz, Bruce H. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 00 Schwartz, Jeffrey A. | 1155 Peachtree Street, NE Suite 1000 | Atlanta , GA 30309 |
| 01 Schwartz, Jennifer A. | One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500 | Mlami, FL 33131- 2374 |
| 02 Sharkey, Benjamin D. | 501 Riverside Avenue, Suite 902 | Jacksonville, FL 32202 |
| 03 Shea, James F. | 90 State House Square, 8th Floor | Hartford, CT 06103 |
| 04 Shleids, Ana C. | 58 South Service Road, Sulte 250 | Melville, NY 11747 |
| 05 Slegel, Jonathan A. | 5000 Birch Street, Ste 5000 | Newport Beach, CA 92660 |
| 06 Slegel, Paul J. | 58 South Service Road, Sulte 250 | Melville, NY 11747 |
| 07 Silberman, Mickey | US Bank Tower, 950 17th Street, Suite 2600 | Denver, CO 80202 |
| OB Silverman, Lewis H. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 09 Slivestri, Stephen M. | 2800 Quarry Lake Drive, Suite 200 | Baltimore, MD 21209 |
| 10 Simon, Eric P. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 11 Smith, Douglas G. | Liberty Center, 1001 Liberty Avenue, Suite 1000 | Pittsburgh, PA 15222 |
| 12 Snyder, John A. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |

| Equity Principals - Jackson Le | wis P.C. | |
|--------------------------------|---|-------------------------|
| as of 03/09/2016 | | |
| Name | Address | City State 9, 7in |
| 13 Soltis, Michael J. | 1010 Washington Blvd, 7th Floor | City, State & Zip |
| 14 Speedy, Timothy D. | 220 Headquarters Plaza East Tower, 7th Fl | Stamford, CT 06901 |
| 15 Spitz, Jonathan J. | 1155 Peachtree Street, NE Suite 1000 | Morristown, NJ 07960 |
| 16 Stief, Michael J., III | Liberty Center, 1001 Liberty Avenue, Suite 1000 | Atlanta , GA 30309 |
| 17 Stone, James M. | Park Ctr Plaza i, Ste 400, 6100 Oak Tree Blvd | Pittsburgh, PA 15222 |
| 18 Stone, LAwrence H. | 725 So. Figueroa Street, Suite 2500 | Cleveland, OH 44131 |
| 19 Strange, Margaret J. | 90 State House Square, 8th Floor | Los Angeles, CA 90017 |
| 20 Sussman, Mark L. | 58 South Service Road, Sulte 250 | Hartford, CT 06103 |
| 21 Sween, Lisa Barnett | 50 California Street, 9th Floor | Melville, NY 11747 |
| 22 Tersigni, Vincent J. | | San Francisco, CA 94111 |
| 23 Thorne, Ren E. | Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd
650 Poydras Street, Suite 1900 | Cleveland, OH 44131 |
| 24 Toppel, Jeffrey W. | - | New Orleans, LA 70130 |
| 25 Torres-Daz, Pedro I. | Biltmore Financial Center, 2398 East Camelback Road, Suite 1060 | Phoenix, AZ 85016 |
| 26 Tratnyek, John F. | One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500 | Mlami, FL 33131- 2374 |
| 27 Tripp, Noel P. | 220 Headquarters Plaza East Tower, 7th Fl | Mordstown, NJ 07960 |
| 28 Tully, Guy P. | 58 South Service Road, Sulte 250 | Melville, NY 11747 |
| | 75 Park Plaza, 4th Floor | Boston, MA 02116 |
| 29 Vaccaro, Patrick L. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 30 Valentino, Christopher M. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| 31 Van Dyke, C. Todd | 1155 Peachtree Street, NE Suite 1000 | Atlanta, GA 30309 |
| 32 Vogel, Robert D. | 725 So. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 |
| 33 Walsh, Thomas V. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 34 Watkins, LeRoy J., Jr. | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 |
| 35 Weisbrod, Dana Glick | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 36 Wenger, Marc S. | 58 South Service Road, Sulte 250 | Melville, NY 11747 |
| 37 Wentz, Kenneth M., III | 10050 Regency Circle | Omaha, NE 68114 |
| 38 White, Ruthie N. | Wedge International Tower, 1415 Louisiana, Sulte 3325 | Houston, TX 77002 |
| 39 Wilson, Christine L. | One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500 | Mlami, FL 33131-2374 |
| 10 Windholz, Diane | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 11 Winton, Erlk J. | 75 Park Plaza, 4th Floor | Boston, MA 02116 |
| 12 Woo, C. Cralg | 725 So. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 |
| 43 Works, Donald C., III | 390 N. Orange Avenue, Sulte 1285 | Oriando, FL 32801-1641 |
| 44 Wright, Teresa Burke | 10701 Parkridge Boulevard, Ste 300 | Reston, VA 20191 |
| 45 Youchah, Elayna J. | 3800 Howard Huges Pkwy, Suite 600 | Las Vegas, NV 89169 |



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

| Has the vendor or any corporate officers of the vendor provided campaign contributions bursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee? |
|--|
| No |
| |
| |
| |
| |
| |
| 2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts. |
| The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate. |
| The undersigned further certifies and affirms that the contribution(s) to the campaign committees dentified above were made freely and without duress, threat or any promise of a governmental |
| penefit or in exchange for any benefit or remuneration. |
| Vendor: Sackson Lewis P.C. Signed: Man S. Wy |
| Dated: 4/7/16 Signed: Man S. Wy |
| Print Name: Marc S. Wenser |
| Print Name: Marc S. Wenger Title: Principal |

PRINCIPAL QUESTIONNAIRE FORM

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

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

| 1. | Principal Name |
|----|---|
| | Date of birth/ |
| | Home address No Miner 1995 have a |
| | Home address No Minerpals have a City/state/zip 1090 or more equity interes |
| | Business address |
| | City/state/zip |
| | Telephone |
| | Other present address(es) |
| | City/state/zip |
| | Telephone |
| | List of other addresses and telephone numbers attached |
| 2. | Positions held in submitting business and starting date of each (check all applicable) President// Treasurer/_/ Chairman of Board// Shareholder/_/ Chief Exec. Officer/_/ Secretary/_/ Chief Financial Officer/_/ Partner/_/ Vice President/_/ (Other) |
| 3, | Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details. |
| 4. | Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details. |
| 5. | Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO; If Yes, provide details. |

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

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

CERTIFICATION

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

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

Sworn to before me this 7 day of April 2016

Notary Public

PATRICIA J. RUSSOLESE Notary Public, State Of New York No. 01AM4898520 Qualified In Nassau County Commission Expires June 15, 20 / 9

Name of submitting business

Man S 1

Print name

Signature

Tifla

Date

Business History Form

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

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

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

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

| Da | te: <u>April 7, 2016</u> |
|-----|---|
| 1) | Proposer's Legal Name:Jackson Lewis P.C. |
| 2) | Address of Place of Business: <u>58 South Service Road, Melville, NY 11747</u> |
| Lls | t all other business addresses used within last five years: |
| 3) | Mailing Address (if different): |
| Ph | one : 631-247-0404 |
| Do | es the business own or rent its facilities? <u>Rent</u> |
| | |
| 4) | Dun and Bradstreet number: 072809924 |
| 5) | Federal I.D. Number: 46-3862389 |
| 6) | The proposer is a (check one): Sole Proprietorship Partnership Corporation _x Other (Describe) Professional Corporation |
| 7) | Does this business share office space, staff, or equipment expenses with any other business? |
| | Yes No _X |
| 8) | Does this business control one or more other businesses? Yes No _X If Yes, please provide details: |

| 9) | | siness have one or more affiliates, and/or is it a subsidiary of, or controlled by, siness? Yes No _X If Yes, provide details |
|-----|--|---|
| 10) | County or ar | ooser ever had a bond or surety cancelled or forfeited, or a contract with Nassau by other government entity terminated? Yes No _X_ If Yes, state the ding agency, (if a bond), date, amount of bond and reason for such cancellation or details regarding the termination (if a contract) |
| 11) | Has the prop
If Yes, state | ooser, during the past seven years, been declared bankrupt? Yes No _X date, court jurisdiction, amount of liabilities and amount of assets |
| 12) | affiliated bus
investigation
the past 5 ye
a criminal in-
prosecuting
performed a | ve years, has this business and/or any of its owners and/or officers and/or any siness, been the subject of a criminal investigation and/or a civil anti-trust by any federal, state or local prosecuting or investigative agency? And/or, in ears, have any owner and/or officer of any affiliated business been the subject of vestigation and/or a civil anti-trust investigation by any federal, state or local or investigative agency, where such investigation was related to activities to for, or on behalf of an affiliated business. X If Yes, provide details for each such investigation. |
| 13) | affiliated bus
but not limite
has any owr
any governn
agencies, fo | years, has this business and/or any of its owners and/or officers and/or any siness been the subject of an investigation by any government agency, including ed to federal, state and local regulatory agencies? And/or, in the past 5 years, her and/or officer of an affiliated business been the subject of an investigation by ment agency, including but not limited to federal, state and local regulatory r matters pertaining to that individual's position at or relationship to an affiliated es NoX If Yes, provide details for each such investigation |
| 14) | had, either be
charges per
submitting b | rent or former director, owner or officer or managerial employee of this business before or during such person's employment, or since such employment if the tained to events that allegedly occurred during the time of employment by the usiness, and allegedly related to the conduct of that business: Any felony charge pending? Yes No _X If Yes, provide details for each such charge |
| | b
fo | o) Any misdemeanor charge pending? Yes No _X |
| | а | In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes No _X |

| | If Yes, provide details for each such conviction |
|--------------------------------------|---|
| | d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes No _X |
| | e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes No _X _ If Yes, provide details for each such occurrence |
| business
respect to | st (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No _X; If Yes, provide details for instance. unaware of any member of the firm being publicly disciplined by any State Bar |
| pay any a
limited to
such vear | ast (5) tax years, has this business failed to file any required tax returns or failed to applicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No _X _ If Yes, provide details for each Provide a detailed response to all questions checked 'YES'. If you need more notocopy the appropriate page and attach it to the questionnaire |
| Provide a det | ailed response to all questions checked "YES". If you need more space, e appropriate page and attach it to the questionnaire. |
| 17) Conflict o
a)
con | f Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no flicts exist, please expressly state "No conflict exists." (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists. |
| | (ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists. |
| | (iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists. |
| b) | Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. Conflict inquiries are required of all Engagement/Matters - whether new or existing client, and whether opposed or unoposed. |

| A | demor | e a resume or detailed description of the Proposer's professional qualifications, astrating extensive experience in your profession. Any prior similar experiences, and sailts of these experiences, must be identified. |
|----|------------------|--|
| | Should | the proposer be other than an individual, the Proposal MUST include: |
| | i) | Date of formation; April 1, 1958 |
| | ii) | Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; See attached. |
| | iii) | Name, address and position of all officers and directors of the company; See attached. |
| | iv) | State of incorporation (if applicable); |
| | V) | The number of employees in the firm; 1,560 (as of 04/01/16) |
| | vi) | Annual revenue of firm; |
| | vii) | Summary of relevant accomplishments |
| | viii) | Copies of all state and local licenses and permits. |
| В. | Indica | te number of years in business. 58 years |
| C. | Provid
Propos | e any other information which would be appropriate and helpful in determining the ser's capacity and reliability to perform these services. |
| D. | has pr | e names and addresses for no fewer than three references for whom the Proposer rovided similar services or who are qualified to evaluate the Proposer's capability to me this work. |
| | Comp | any <u>Brookhaven Science Associates, LLC</u> |
| | Conta | ct Person <u>Anne Troutman, Esq.</u> |
| | Addre | ss |
| | City/S | tate Upton, New York 11973-5000 |
| | Telepi | none (631) 344-8629 |
| | Fax# | |
| | E-Mai | l Address <u>troutman@bnl.gov</u> |
| | | |

| Company Sa | bin, Bermant & Gould LLP | |
|--|---|--|
| Contact Person | Eric L. Adler, Esq. | |
| Address | One World Trade Center, 44th Floor | |
| City/State | New York, New York 10007-2915 | |
| Telephone | (212) 381-7125 | |
| Fax # | (212) 381-7201 | |
| E-Mail Address | eadler@sabinfirm.com | |
| | | |
| | | |
| | Village of Rockville Centre | |
| Company | | |
| Company\ | Village of Rockville Centre | |
| Company\ Contact Person Address | Village of Rockville Centre Fran Murray | |
| Company\ Contact Person Address City/State | Village of Rockville Centre Fran Murray 1 College Place, P.O. Box 950 | |
| Company\ Contact Person Address City/State Telephone | Village of Rockville Centre Fran Murray 1 College Place, P.O. Box 950 Rockville Centre, New York 11570 | |

CERTIFICATION

Principal
Title

| A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUE
CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT I
SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH
BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT T
FALSE STATEMENT TO CRIMINAL CHARGES. | N RENDERING THE
RESPECT TO THE PRESENT |
|--|--|
| I, Marc S. Wenger , being duly sworn, state the items contained in the foregoing pages of this questionnaire attachments; that I supplied full and complete answers to each knowledge, information and belief; that I will notify the County in circumstances occurring after the submission of this questionnate contract; and that all information supplied by me is true to the information and belief. I understand that the County will rely on questionnaire as additional inducement to enter into a contract entity. | e and the following pages of item therein to the best of my n writing of any change in aire and before the execution of the best of my knowledge, the information supplied in this |
| 77 (4) | PATRICIA J. RUSSOLESE Notary Public, State Of New York No. 01AM4898520 |
| Notary Public | Quelified in Nassau County
Commission Expires June 15, 20 |
| Name of submitting business: <u>Jackson Lewis P.C.</u> | |
| By: Marc S. Wenger Print name Signature | |

Addendum to page 4, A. vii

Jackson Lewis P.C. is comprised of over 700 attorneys practicing exclusively in the area of labor and employment law on behalf of management. We have recognized industry leaders in every aspect of the field of labor and employment law. Our Melville, New York office, with approximately 34 attorneys, is undoubtedly the largest collection of labor and employment law attorneys in Long Island, with years of personal experience combined with the resources of one of the largest firms in the country. Marc S. Wenger, the lead attorney for our work for the County, is the Litigation Manager for the Long Island office. He has practiced management-side labor and employment law for over 29 years. Mr. Wenger has represented the County in labor and employment law matters since 2010 and, among other matters, has led the successful defense of the County in the wage freeze litigation and numerous employment discrimination cases, in addition to coordinating our advice and counsel in a variety of other specialized areas.

| Jackson Lewis P.C. | į. | |
|--|--|--|
| Equity Principals | | |
| as of 04/07/2016 | | |
| A1 | | |
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| 3 Adler-Paindiris, Stephanie L. | 390 N. Orange Avenue, Suite 1285 | Orlando, FL 32801-1641 |
| 4 Allen, David S. | 725 So. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 |
| 5 Alvarez, Francis P. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 6 Alvarez, Gregory T. | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 |
| 7 Amiot, Brooks R. | 2800 Quarry Lake Drive, Suite 200 | Baltimore, MD 21209 |
| 8 Anders, Brett M. | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 |
| 9 Anthony, William J. | 18 Corporate Woods Boulevard, 3rd Floor | Albany, NY 12211 |
| 10 Antone, Christopher C. | 500 N. Akrad, Suite 2500 | Dallas, TX 75201 |
| 11 Arencibia, Nancy J. | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 |
| 12 Aron, Martin W. | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 |
| 13 Askanas, Mark S. | 50 California Street, 9th Floor | San Francisco, CA 94111 |
| 14 Atlas, Clifford R. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 15 Attwood, Mark R. | 725 So. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 |
| 16 Aversa, Robyn L. | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 |
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| 18: Baken, Scott T. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 19 Baker, Tammy L. | | |
| 20 Bauer, Lori D. | First Commercial Bank Bldg, 800 Shades Creek Parkway, Suite 870 | Birmingham, Al. 35209 |
| | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 21 Bennett, John K. | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 |
| 22 Berens, Kelvin C. | 10050 Regency Circle | Omaha, NE 68114 |
| 23 Bertoncini, Michael R. | 75 Park Plaza, 4th Floor | Boston, MA 02116 |
| 24 Block, David E. | One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500 | Miami, FL 33131- 2374 |
| 25 Bloom, Howard M. | 75 Park Plaza, 4th Floor | Boston, MA 02116 |
| 26 Bogaty, lan B. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| 27 Boomer, Mitchell F. | 50 California Street, 9th Floor | San Francisco, CA 94111 |
| 28 Borna, Emily S. | 1155 Peachtree Street, NE Suite 1000 | Atlanta , GA 30309 |
| 29 Botana, James F. | 150 North Michigan Avenue, Suite 2500 | Chicago, IL 60601 |
| 30 Bovee, Tanya A. | 90 State House Square, 8th Floor | Hartford, CT 06103 |
| 31 Bradshaw, David S. | 400 Capital Mall, Suite 1600 | Sacramento, CA 95814 |
| 32 Brecher, Jeffrey W. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| 33 Briton, Roger H. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| 34 Brody, Jeffrey S. | 75 Park Plaza, 4th Floor | Boston, MA 02116 |
| 35 Brown, Tyler A. | 50 California Street, 9th Floor | San Francisco, CA 94111 |
| 36 Bryan, Jared L. | 5000 Birch Street, Ste 5000 | Newport Beach, CA 9266 |
| 37 Bulmer, Peter R. | 150 North Michigan Avenue, Suite 2500 | Chicago, IL 60601 |
| 38 Camardella, Matthew J. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| 39 Capobianco, Robert W. | 1155 Peachtree Street, NE Suite 1000 | Atlanta , GA 30309 |
| 40 Carlozzi, Linda R. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 41 Carroll, Scott A. | Pnc Center, 201 E. Fifth Street, 26th Fl | Cincinnati, OH 45202 |
| 42 Carter, James P. | 5000 Birch Street, Ste 5000 | Newport Beach, CA 9266 |
| 43 Cerasano, Stephanie M. | Biltmore Financial Center, 2398 East Camelback Road, Suite 1060 | Phoenix, AZ 85016 |
| 44 Chavey, Victoria Woodin | 90 State House Square, 8th Floor | Hartford, CT 06103 |
| 45 Cherof, Edward M. | 1155 Peachtree Street, NE Suite 1000 | Atlanta , GA 30309 |
| 46 Chin, K. Joy | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| 47 Christensen, Brian | 7101 College Blvd., Suite 1150 | Overland Park, KS 66211 |
| 48 Christensen, Deverie J. | 3800 Howard Huges Pkwy, Suite 600 | Las Vegas, NV 89169 |
| 49 Christian, Michael J. | 400 Capital Mall, Suite 1600 | |
| 50 Cini, Holly L. | 90 State House Square, 8th Floor | Sacramento, CA 95814 |
| | CONTROL VIEW CONTROL C | Hartford, CT 06103 |
| 51 Cino, Richard J.
52 Cino, Vincent A. | 220 Headquarters Plaza East Tower, 7th Fl 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960
Morristown, NJ 07960 |

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| Jackson Lewis P.C. | | |
|---|---|------------------------|
| Equity Principals | | |
| as of 04/07/2016 | | |
| Name | Address | City, State & Zip |
| 3 Cohen, Richard S. | Biltmore Financial Center, 2398 East Camelback Road, Suite 1060 | |
| 4 Cooper, Michael R. | 666 3rd Avenue, 29th Floor | Phoenix, AZ 85016 |
| 5 Corcoran, Susan M. | 44 South Broodygay 14th Floor | New York, NY 10017 |
| 6 Corpuz, Victor N. | | White Plains, NY 10601 |
| 7 Corradino, Jeffrey J. | | Dallas, TX 75201 |
| 8 Courtian, Jennifer B. | 666 3rd Avenue, 29th Floor | Morristown, NJ 07960 |
| 9 Davis, Thomas A. | First Commercial Bank Bldg, 800 Shades Creek Parkway, Suite 870 | New York, NY 10017 |
| 0 Davis, William L. | 500 N. Akrad, Suite 2500 | Birmingham, AL 35209 |
| 1 de Bernardo, Mark A. | | Dallas, TX 75201 |
| | 10701 Parkridge Boulevard, Ste 300 | Reston, VA 20191 |
| 2 DeBlasio, Joseph C.
3 DeCamp, Paul | 766 Shrewsbury Avenue | Tinton Falls, NJ 07724 |
| | 10701 Parkridge Boulevard, Ste 300 | Reston, VA 20191 |
| 4 DiOrio, Anthony J. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 5 Dishman, Neil H. | 150 North Michigan Avenue, Suite 2500 | Chicago, IL 60601 |
| 6 Diulus-Myers, A. Patricia | Liberty Center, 1001 Liberty Avenue, Suite 1000 | Pittsburgh, PA 15222 |
| 7 Dodge, Garen E. | 10701 Parkridge Boulevard, Ste 300 | Reston, VA 20191 |
| 8 Drenan, Michael D. | 225 Broadway, Suite 2000 | San Diego, CA 92101 |
| 9 Egan, Patrick L. | 75 Park Plaza, 4th Floor | Boston, MA 02116 |
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| 1 Farber, Mia | 725 So. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 |
| 2 Felsberg, Eric J. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| 3 Filla, Cynthia L. | 725 So. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 |
| 4 Fischer, A. Robert | 816 Congress Avenue, Suite 1530 | Austin, TX 78701 |
| 5 Ford, Debra Weiss | 100 International Drive, Ste 363 | Portsmouth, NH 03801 |
| 6 Forment, Pedro P. | One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500 | Miami, Fl. 33131- 2374 |
| 7 Fossati, Yvonne Arvanitis | 725 So. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 |
| 8 Friedland, Allan S. | 90 State House Square, 8th Floor | Hartford, CT 06103 |
| 9¦Fu, Minnie | 10701 Parkridge Boulevard, Ste 300 | Reston, VA 20191 |
| 0 Garofalo, Beverly W. | 90 State House Square, 8th Floor | Hartford, CT 06103 |
| 1 Gibbons, Thomas R. | 90 State House Square, 8th Floor | Hartford, CT 06103 |
| 2 Gilson, Roger P., Jr. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 3 Girshon, Todd H. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 4 Gittler, Amy J. | Biltmore Financial Center, 2398 East Camelback Road, Suite 1060 | Phoenix, AZ 85016 |
| 5 Golder, David R. | 90 State House Square, 8th Floor | Hartford, CT 06103 |
| 6 Goldstein, Brian P. | 18 Corporate Woods Boulevard, 3rd Floor | Albany, NY 12211 |
| 7 Goodman, Steven S. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| 8 Gordon, David L. | 1155 Peachtree Street, NE Suite 1000 | Atlanta, GA 30309 |
| 9 Greenberg, Richard I. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 0 Griffin, Michael A. | 520 Pike Street, Suite 2300 | Seattle, WA 98101 |
| 1 Hafets, Richard J. | 2800 Quarry Lake Drive, Suite 200 | Baltimore, MD 21209 |
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| 3 Hanagan, Sean G. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
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| 5 Hash, Paul E. | 500 N. Akrad, Suite 2500 | Dallas, TX 75201 |
| 6 Heiferman, Robert | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 7 Hekle, Michael R. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
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| Holden, Kevin D. | | |
| | Two James Center, 1021 E. Cary Street, Suite 1200 | Richmond, VA 23219 |
| 1 Holland, Patricia L. | 3737 Glenwood Avenue | Raleigh, NC 27612 |
| 2 Hood, Michael A. | 5000 Birch Street, Ste 5000 | Newport Beach, CA 9266 |
| 3 Islinger, David G. | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 |
| 4 Jacobster, Michael D. | 666 3rd Avenue, 29th Floor crosoft\Windows\Temporary Internet Files\Content.Outlook\7Q7585VA\Co | New York, NY 10017 |

| Jackson Lewis P.C. | | |
|-------------------------------|--|--|
| Equity Principals | | |
| as of 04/07/2016 | | |
| | | |
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| 5 Janeiro, Gina K. | Capella Tower, 225 S. 6Th Street, Suite 3850 | Minneapolis, MN 55402 |
| 6 Jarrett, Danny W. | 4300 San Mateo Blvd NE, Suite B-260 | Albuquerque, NM 87110 |
| 07 Jatana, Nicky | 725 So. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 |
| 08 Jeffrey, Edward V. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 09 Jenkins, Maurice G. | Town Center, 2000 Town Center, Suite 1650 | Southfield, MI 48075 |
| 10 Jimenez, David R. | 90 State House Square, 8th Floor | Hartford, CT 06103 |
| 11 Johnsrud, Barry Alan | 520 Pike Street, Suite 2300 | Seattle, WA 98101 |
| 12 Jones, Robert K. | Biltmore Financial Center, 2398 East Camelback Road, Suite 1060 | Phoenix, AZ 85016 |
| 13 Kaplan, Roger S. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
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| 19 Kerman, David J. | 75 Park Plaza, 4th Floor | Boston, MA 02116 |
| 20 Khetarpal, Monica Hersh | 150 North Michigan Avenue, Suite 2500 | Chicago, IL 60601 |
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| 23 Kozak, Jonathan M. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 24 Landau, Richard D. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
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| 26 Latham, Weldon H. | 10701 Parkridge Boulevard, Ste 300 | Reston, VA 20191 |
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| 28 Lauri, Kevin G. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 29 Lazzarotti, Joseph J. | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 |
| 30 Lessmann, Ryan P. | US Bank Tower, 950 17th Street, Suite 2600 | Denver, CO 80202 |
| 31 Lewis, Stephanie E. | 15 S. Main Street, Suite 700 | Greenville, SC 29601 |
| 32 Liberatore, Frank M. | 725 So. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 |
| 33 Lieberman, Penny Ann | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 34 Liss, Jessica L. | 7733 Forsyth Blvd., Suite 600 | St. Louis, MO 63105 |
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| 36 Lynett, Joseph J. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
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| 40 Manning, William J. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
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| 43 Martin, Joseph M. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 44 McAlpine, Fraser A. | 50 California Street, 9th Floor | San Francisco, CA 94111 |
| 45 McDonough, Thomas P. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
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| 47 McGee, Emmett F., Jr. | 2800 Quarry Lake Drive, Suite 200 | Baltimore, MD 21209 |
| 18 McKenna, James A. | 150 North Michigan Avenue, Suite 2500 | Chicago, IL 60601 |
| 49 Mellk, Wendy J. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 50 Montgomery, David K. | Pnc Center, 201 E. Fifth Street, 26th Fl | Cincinnati, OH 45202 |
| 51 Moran, Kathryn Montgomery | 150 North Michigan Avenue, Suite 2500 | Chicago, IL 60601 |
| 52 Morsilli, Robert H. | 75 Park Plaza, 4th Floor | Boston, MA 02116 |
| 53 Moskowitz, Peter C. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 54 Moss, Peter N. | 666 3rd Avenue, 29th Floor | |
| 55 Mullin, Patrick C. | | New York, NY 10017 |
| 56 Mulroy, James R. | 50 California Street, 9th Floor
999 Shady Grove Road, Suite 110 | San Francisco, CA 94111
Memphis, TN 38120 |

| Equity Principals | | |
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| 59 Napier-Joyce, Joy M. | Two James Center, 1021 E. Cary Street, Suite 1200 | Richmond, VA 23219 |
| 60 Nieman, Matthew F. | 2800 Quarry Lake Drive, Suite 200 | Baltimore, MD 21209 |
| 61 Nolan, John M. | 10701 Parkridge Boulevard, Ste 300 | Reston, VA 20191 |
| 62 Novick, Mindy S. | Three Parkway, 1601 Cherry Street, Suite 1350 | Philadelphia, PA 19102 |
| | 725 So. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 |
| 63 Oborne, Scott | Congress Center, 1001 SW Fifth Ave, Suite 1205 | Portland, OR 97204 |
| 64 O'Connor, Bryan P. | 520 Pike Street, Suite 2300 | Seattle, WA 98101 |
| 65 Ombok, Otieno B. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 66 Oswald, Suellen | Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd | Cleveland, OH 44131 |
| 67 Outwater, Lynn C. | Liberty Center, 1001 Liberty Avenue, Suite 1000 | Pittsburgh, PA 15222 |
| .68 Owens, L. Dale | 1155 Peachtree Street, NE Suite 1000 | Atlanta , GA 30309 |
| .69 Paindiris, Tasos C. | One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500 | Miami, Ft. 33131- 2374 |
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| 73 Pattison, Robert M. | 50 California Street, 9th Floor | San Francisco, CA 94111 |
| 74 Peck, Amy L. | 10050 Regency Circle | Omaha, NE 68114 |
| 75 Peet, Stephanie J. | Three Parkway, 1601 Cherry Street, Suite 1350 | Philadelphia, PA 19102 |
| 76 Perry, Robert R. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 77 Peterson, Andrew A. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 78 Petkovich, Michael N. | 10701 Parkridge Boulevard, Ste 300 | Reston, VA 20191 |
| .79 Phillips, Michelle E. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| .80 Pickett, Andrew C. | 75 Park Plaza, 4th Floor | Boston, MA 02116 |
| 81 Piekara, Thomas P. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 82 Porta, John J. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| 83 Prozzi, James A. | Liberty Center, 1001 Liberty Avenue, Suite 1000 | Pittsburgh, PA 15222 |
| 84 Rassif, Jenna Rinehart | One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500 | Miami, FL 33131- 2374 |
| 85 Remy, John M. | 10701 Parkridge Boulevard, Ste 300 | Reston, VA 20191 |
| .86 Richter, Chad P. | 10050 Regency Circle | Omaha, NE 68114 |
| .87 Riolo, Greg A. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 88 Roberts, Craig S. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| 89 Rosen, Philip B. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| .90 Rubin, Allan S. | Town Center, 2000 Town Center, Suite 1650 | Southfield, MI 48075 |
| .91 Ryan, Sarah J. | Congress Center, 1001 SW Fifth Ave, Suite 1205 | Portland, OR 97204 |
| .92 Saccomano, Joseph A., Jr. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 93 Sandoval, Cynthia S. | 5000 Birch Street, Ste 5000 | Newport Beach, CA 92660 |
| 94; Satterfield, Andreas N., Jr. | 15 S. Main Street, Suite 700 | Greenville, SC 29601 |
| 95 Schey, Richard W. | 220 Headquarters Plaza East Tower, 7th Fl | |
| 96 Schloss, Craig A. | 225 Broadway, Suite 2000 | Morristown, NJ 07960 |
| 97 Schloss, Leonora M. | 725 So. Figueroa Street, Suite 2500 | San Diego, CA 92101 |
| 98 Schwartz, Bruce H. | | Los Angeles, CA 90017 |
| | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 99 Schwartz, Jeffrey A. | 1155-Peachtree Street, NE Suite 1000 | Atlanta , GA 30309 |
| 00 Schwartz, Jennifer A. | One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500 | Miami, FL 33131-2374 |
| 01 Sharkey, Benjamin D. | 501 Riverside Avenue, Suite 902 | Jacksonville, FL 32202 |
| 02 Shea, James F. | 90 State House Square, 8th Floor | Hartford, CT 06103 |
| 03 Shields, Ana C. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| 04 Siegel, Jonathan A. | 5000 Birch Street, Ste 5000 | Newport Beach, CA 9266 |
| 05 Siegel, Paul J. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| 06 Silberman, Mickey | US Bank Tower, 950 17th Street, Suite 2600 | Denver, CO 80202 |
| 07 Silverman, Lewis H. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 08 Silvestri, Stephen M. | 2800 Quarry Lake Drive, Suite 200 rosoft\Windows\Temporary Internet Files\Content.Outlook\7Q7585V/ | Baltimore, MD 21209 |

C:\Users\JDelle\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\7Q7585VA\Copy of BHF - Attachment to Aii Aiii 04 07 16

| Jackson Lewis P.C. | | |
|-------------------------------|---|-------------------------|
| Equity Principals | | |
| as of 04/07/2016 | | - |
| 43 51 547 677 2525 | | |
| Name | Address | City, State & Zip |
| 209 Simon, Eric P. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 210 Smith, Douglas G. | Liberty Center, 1001 Liberty Avenue, Suite 1000 | Pittsburgh, PA 15222 |
| 211 Snyder, John A. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 212 Soltis, Michael J. | 1010 Washington Blvd, 7th Floor | Stamford, CT 06901 |
| 213 Speedy, Timothy D. | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 |
| 214 Spitz, Jonathan J. | 1155 Peachtree Street, NE Suite 1000 | Atlanta, GA 30309 |
| 215 Stief, Michael J., III | Liberty Center, 1001 Liberty Avenue, Suite 1000 | Pittsburgh, PA 15222 |
| 216 Stone, James M. | Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd | Cleveland, OH 44131 |
| 217 Stone, LAwrence H. | 725 So. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 |
| 218 Strange, Margaret J. | 90 State House Square, 8th Floor | Hartford, CT 06103 |
| 219 Sussman, Mark L. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| 220 Sween, Lisa Barnett | 50 California Street, 9th Floor | San Francisco, CA 94111 |
| 221 Tersigni, Vincent J. | Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd | Cleveland, OH 44131 |
| 222 Thorne, Ren E. | 650 Poydras Street, Suite 1900 | New Orleans, LA 70130 |
| 223 Toppel, Jeffrey W. | Biltmore Financial Center, 2398 East Camelback Road, Suite 1060 | Phoenix, AZ 85016 |
| 224 Torres-Daz, Pedro J. | One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500 | Miami, FL 33131-2374 |
| 225 Tratnyek, John F. | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 |
| 226 Tripp, Noel P. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| 227 Tully, Guy P. | 75 Park Plaza, 4th Floor | Boston, MA 02116 |
| 228 Vaccaro, Patrick L. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 229 Valentino, Christopher M. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| 230 Van Dyke, C. Todd | 1155 Peachtree Street, NE Suite 1000 | Atlanta , GA 30309 |
| 231 Vogel, Robert D. | 725 So. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 |
| 232 Walsh, Thomas V. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 233 Watkins, LeRoy J., Jr. | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 |
| 34 Weisbrod, Dana Glick | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 235 Wenger, Marc S. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| 236 Wentz, Kenneth M., III | 10050 Regency Circle | Omaha, NE 68114 |
| 237 White, Ruthie N. | Wedge International Tower, 1415 Louisiana, Suite 3325 | Houston, TX 77002 |
| 38 Wilson, Christine L. | One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500 | Miami, FL 33131-2374 |
| 39 Windholz, Diane | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 240 Winton, Erik J. | 75 Park Plaza, 4th Floor | Boston, MA 02116 |
| 241 Woo, C. Craig | 725 So. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 |
| 242 Works, Donald C., III | 390 N. Orange Avenue, Suite 1285 | Orlando, FL 32801-1641 |
| 243 Wright, Teresa Burke | 10701 Parkridge Boulevard, Ste 300 | Reston, VA 20191 |
| 244 Youchah, Elayna J. | 3800 Howard Huges Pkwy, Suite 600 | Las Vegas, NV 89169 |

| | Nassau County - Answer to | Question Aiii | | |
|---------|---------------------------|---|-------------------------|--------------------|
| | Jackson Lewis P.C. | | | |
| | Board Members & Office N | Nanaging Principals | | |
| | as of 04/07/2016 | | - | |
| No | Name | Address | City State 9 7 | T:41- |
| | - | | City, State & Zip | Title |
| | Cino, Vincent A. | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 | Chairman |
| _ | Alvarez, Gregory T. | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 | Board Member |
| | Anthony, William J. | 18 Corporate Woods Boulevard, 3rd Floor | Albany, NY 12211 | Board Member |
| | Brown, Tyler A. | 50 California Street, 9th Floor | San Francisco, CA 94111 | Board Member |
| | Cherof, Edward M. | 1155 Peachtree Street, NE Suite 1000 | Atlanta , GA 30309 | Board Member |
| | Gordon, David L. | 1155 Peachtree Street, NE Suite 1000 | Atlanta, GA 30309 | Board Member |
| | Hoffman, Samantha N. | 5000 Birch Street, Ste 5000 | Newport Beach, CA 92660 | Board Member |
| | Rosen, Philip B. | 666 3rd Avenue, 29th Floor | New York, NY 10017 | Board Member |
| | Schey, Richard W. | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 | Board Member |
| 10 | Valentino, Christopher M. | 58 South Service Road, Suite 250 | Melville, NY 11747 | Board Member |
| 11 | Baker, Tammy L. | First Commercial Bank Bldg, 800 Shades Creek Parkway, Suite 870 | Birmingham, AL 35209 | Managing Principal |
| | Berens, Kelvin C. | 10050 Regency Circle | Omaha, NE 68114 | Managing Principal |
| 13 | Bovee, Tanya A. | 90 State House Square, 8th Floor | Hartford, CT 06103 | Managing Principal |
| 14 | Carroll, Scott A. | Pnc Center, 201 E. Fifth Street, 26th Fl | Cincinnati, OH 45202 | Managing Principal |
| 15 | Christensen, Deverie J. | 3800 Howard Huges Pkwy, Suite 600 | Las Vegas, NV 89169 | Managing Principal |
| 16 | Cino, Richard J. | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 | Managing Principal |
| 17 | Farber, Mia | 725 So. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 | Managing Principal |
| 18 | Ford, Debra Weiss | 100 International Drive, Ste 363 | Portsmouth, NH 03801 | Managing Principal |
| 19 | Hash, Paul E. | 500 N. Akrad, Suite 2500 | Dallas, TX 75201 | Managing Principal |
| | Hoiles, David G., Jr. | 225 Broadway, Suite 2000 | San Diego, CA 92101 | Managing Principal |
| **** | Holden, Kevin D. | Two James Center, 1021 E. Cary Street, Suite 1200 | Richmond, VA 23219 | Managing Principal |
| | Janeiro, Gina K. | Capella Tower, 225 S. 6Th Street, Suite 3850 | Minneapolis, MN 55402 | Managing Principal |
| | Jarrett, Danny W. | 4300 San Mateo Blvd NE, Suite B-260 | Albuquerque, NM 87110 | Managing Principal |
| | Kazaglis, Ted N. | 3737 Glenwood Avenue | Raleigh, NC 27612 | Managing Principal |
| | Lashus, Kevin | 816 Congress Avenue, Suite 1530 | Austin, TX 78701 | Managing Principal |
| | Lauri, Kevin G. | 666 3rd Avenue, 29th Floor | New York, NY 10017 | Managing Principal |
| ~ ~ 1.1 | Lessmann, Ryan P. | US Bank Tower, 950 17th Street, Suite 2600 | Denver, CO 80202 | Managing Principal |
| · | Lewis, Stephanie E. | 15 S. Main Street, Suite 700 | Greenville, SC 29601 | Managing Principal |
| | :Liss, Jessica L. | :7733 Forsyth Blvd., Suite 600 | St. Louis, MO 63105 | |
| | Lucas, Thomas M. | 500 E. Main Street, Suite 800 | | Managing Principal |
| | Margulies, Richard N. | | Norfolk, VA 23510 | Managing Principal |
| | | 501 Riverside Avenue, Suite 902 | Jacksonville, FL 32202 | Managing Principal |
| | McAlpine, Fraser A. | | San Francisco, CA 94111 | Managing Principal |
| | McFetridge, Jane M. | 150 North Michigan Avenue, Suite 2500 | Chicago, IL 60601 | Managing Principal |
| | Mulroy, James R. | 999 Shady Grove Road, Suite 110 | Memphis, TN 38120 | Managing Principal |
| | Napier-Joyce, Joy M. | 2800 Quarry Lake Drive, Suite 200 | Baltimore, MD 21209 | Managing Principal |
| | Nolan, John M. | Three Parkway, 1601 Cherry Street, Suite 1350 | Philadelphia, PA 19102 | Managing Principal |
| | O'Connor, Bryan P. | 520 Pike Street, Suite 2300 | Seattle, WA 98101 | Managing Principal |
| | Paindiris, Tasos C. | One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500 | Miami, FL 33131- 2374 | Managing Principal |
| | Palmer, Cary G. | 400 Capital Mall, Suite 1600 | Sacramento, CA 95814 | Managing Principal |
| | Pickett, Andrew C. | :75 Park Plaza, 4th Floor | Boston, MA 02116 | Managing Principal |
| | Remy, John M. | 10701 Parkridge Boulevard, Ste 300 | Reston, VA 20191 | Managing Principal |
| | Ryan, Sarah J. | Congress Center, 1001 SW Fifth Ave, Suite 1205 | Portland, OR 97204 | Managing Principal |
| | Saccomano, Joseph A., Jr. | 44 South Broadway, 14th Floor | White Plains, NY 10601 | Managing Principal |
| | Smith, Douglas G. | Liberty Center, 1001 Liberty Avenue, Suite 1000 | Pittsburgh, PA 15222 | Managing Principal |
| 45 | Soltis, Michael J. | 1010 Washington Blvd, 7th Floor | Stamford, CT 06901 | Managing Principal |
| 46 | Stone, James M. | Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd | Cleveland, OH 44131 | Managing Principal |
| 47 | Thorne, Rene E. | 650 Poydras Street, Suite 1900 | New Orleans, LA 70130 | Managing Principal |
| 48 | Van Dyke, C. Todd | 1155 Peachtree Street, NE Suite 1000 | Atlanta , GA 30309 | Managing Principal |
| | White, Ruthie N. | Wedge International Tower, 1415 Louisiana, Suite 3325 | Houston, TX 77002 | Managing Principal |
| 50 | Works, Donald C., III | 390 N. Orange Avenue, Suite 1285 | Orlando, FL 32801-1641 | Managing Principal |

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY ATTORNEY, AND JACKSON LEWIS P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Jackson Lewis P.C. to provide legal services on behalf of the County, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Jackson Lewis P.C.

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Jackson Lewis P.C., as successor in interest to Jackson Lewis, LLP, with an office located at 58 South Service Road, Suite 410, Melville, New York 11747 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT14000011 between the County and Counsel, executed on behalf of the County on June 2, 2014 (the "Original Agreement"), Counsel provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from March 13, 2014 until March 12, 2015, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may renew the Original Agreement under the same terms and conditions for four (4) additional one (1) year periods (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Twenty-four Thousand Nine Hundred Dollars (\$24,900.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the four (4) options to renew by extending the Original Term and increase the Maximum Amount.

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

- 1. <u>Renewal of Term.</u> The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 12, 2016.
- 2. <u>Maximum Amount and Renewal Options</u>. The Maximum Amount in the Original Agreement shall be increased by Twenty-four Thousand Nine Hundred Dollars (\$24,900.00) (the "<u>Amendment Maximum Amount</u>"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be Forty-nine Thousand Eight Hundred Dollars (\$49,800.00) (the "<u>Amended Maximum Amount</u>").
- 3. <u>Full Force and Effect</u>. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

| JACKSON | LEWIS P.C. |
|----------|---------------------------|
| By: | Mars Elegen |
| Title: | Processal |
| Date: | 7/10/16 |
| NASSAU (| COUNTY |
| Ву: | |
| Name:_ | |
| Title: | County Executive |
| | ☐ Deputy County Executive |
| Date: | |

PLEASE EXECUTE IN <u>BLUE</u> INK

NOTARY PUBLIC

The second of the second

Contract ID#: CQAT14000011



Department: County Attorney

Contract Details

SERVICES: Special Counsel

NIFS ID#: CQAT14000011 NIFS Entry Date: 05/07/2014 Term: 03/13/2014-03/12/2015 w/ 4, 1 yr renewals

| New | X Renewal | 1)1 | Mandated Pro | gram; | | Yes | No X |
|--------------|---|-----------------|---------------------------------------|-------------------|-------------------------------------|----------------------|--|
| Ame | endment [| 2) (| Comptroller A | pproval Form Atta | iched: | Yes X | No 🗆 |
| Time | Extension | | | 32 Compliance A | · | Yes 🗍 | No X |
| | l. Funds | | | ship & Mgmt. Dis | | Yes | No X |
| Blan
RES | ket Resolution 🔲
S# | | nsurance Requ | | | Yes X | No 🗌 |
| <u> </u> | agency Inform | ation | · · · · · · · · · · · · · · · · · · · | | | - | |
| | | Vendo | $\hat{\mathbf{r}}$ | | County |) an orte | |
| Name | ackson Lewis P.C. | 1.20 | Vendor iD# | Market Company | County I Department Contact | | nent |
| Address | | | 4638623 | 89 | Daniel Gregware | e | |
| 5 | 8 South Service Road, 9
Melville, New York 117 | Suite 410
47 | Contact Person Marc We | énger, Esq. | Address 1 West St. Mineola, New Y | ork 11501 | |
| | | | (631) 24 | 7-0404 | (516) 571-1675 | | |
| DATE Rec'd. | Outing Slip | Intern | nal Verification | DATE Appvid& | SIGNATURE | Leg. | Approval |
| | Department | NIFS Entry | (Dept)
(Dept. Head) | Fw'd. | alle 1 Inh | Re | quired |
| , | ОМВ | NIFS Appro | oval | - July | brephal- The | | quired if |
| spelia | County Attorney | CA RE&I V | erification | 125/20/2011 S | 2-65-60 | 6 (1.04)
4 (1.04) | t resolution |
| [| County Attorney | CA Approve | al as to form | D espendan | 2 e The | Yes [| No N |
| | Legislative Affairs | Fw'd Origii | al K to CA | | | | |
| | Rules / Leg. | | | | | | |
| | County Attorney | NIFS Appro | val | Desphan, | Di sile | | - State of the sta |
| | County Comptroller | NIFS Appro | val | X | O CO | 160 | Art. W.S. |
| | County Executive | Notarization | | 1000 | In/AA | 21 K 17 | |



Department: County Attorney

| T | or Sumr | • | - | _ | • | |
|-------------------|------------------------|---|--|--|--|---|
| | Original agre | | | : | | |
| be qualified | : Federal Civ | il Rights, Section 1983; Lab | or and Employme | rty as the Coung areas of laint Law; and l | unty may be required to defend, in value which the Department has determined the Municipal Law. | nined Counsel to |
| to provide se | ervices in the | Request for Qualification was ckson Lewis P.C., a firm no qualified areas described at tise and experience of Jacks | have The havely | selected due | ms was established. Law firms from
e to (i) expertise; (ii) experience; and
iis contract are slightly higher than to
were accepted. | n the panel were
d (iii) availability
he panel rates, |
| Procurement l | History: Jacks | son Lewis P.C. has previous | ly contracted with | the County. | | |
| Description of | General Provis | sions: As described above. | | | | |
| Impact on Fur | iding / Price An | alysis: \$24,900.00 | | 4 | | |
| Change in Cor | itract from Pric | or Procurement: N/A | | | | |
| | | | | | | |
| Recommendati | ion: Approve | as submitted. | | | | |
| | | ormation | | | | |
| BUDGET | | FUNDING SOURCE | AMOUNT | LINE | INDEX/OBJECT CODE | AMOUNT |
| Fund: | GEN | Revenue Contract | XXXXXXX | 1 | ATGEN1100/DE502 | \$24,900.00 |
| Control: | AT | County | \$24,900.00 | 2 | | \$ |
| Resp; | DE502 | Federal | \$ | 3 | | \$ |
| Object: | DE302 | State | \$ | 4 | | \$ |
| Transaction: | | Capital | \$ | 5 | | \$ |
| The best broken i | Name (Sept. | Other | \$ | 6 | | \$ |
| RENEW % Increase | ALONI | TOTAL | \$24,900.00 | | TOTAL | \$24,900.00 |
| % Decrease | | Document Prepared By: | | | Date: | |
| 13.00.008 | NIFS Certific | cotion of the second second | | tification 1 | | |
| l certify | that this document was | | that an unencumbered balance s
present in the appropriation | ufficient to cover this co | | royal |
| Name | Mickel. 1. | Sold Name | 7 | (0- | Date | |
| Date | Mickael | Date | Merson c | tell rus | (For Office Use Only | |
| | 2. 1 An | | | | | |

George Maragos Comptroller



OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Jackson Lewis P.C. (CQAT14000011)

CONTRACTOR ADDRESS: 58 South Service Road, Suite 410, Melville New York 11747

FEDERAL TAX ID #: 463862389

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

| in | | | Inewspaperl | On | l bids wa | as published |
|---|--|---|--|----------------------|-------------------|---------------|
| [date]. The sealed bi
sealed bids were received | ids were publicly oved and opened. | pened on | | [da | ate]. | [#] o |
| II. The contract The Contract was entered [date]. Potential proportion [newspaper advertisem copies of the RFP. The copies of the RFP. The contract was entered and and are copies. | ered into after a wr
sers were made awa
nent, posting on web | itten reque
are of the
osite, mail: | est for proposals variability of the fire for for the fire for the fire for the fire for the fire for the fire for the fire for the fire for the fire for the fire for the fir | was issued of RFP by | on | ers requested |
| received and of: | evaluated. | The | evaluation | comr | [#] pro
nittee | consisted |
| ranked. As a result of t | he scoring and rank | ing (attach | [list members]. | The propo | sals were | scored and |

| III. This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on |
|--|
| [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county. |
| IV. X Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal. |
| ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR: |
| X B. A Request for Qualification was issued and a panel of law firms was established. Law firms from the panel were reviewed. Ultimately, Jackson Lewis P.C., a firm not on the panel, was selected due to (i) expertise; (ii) experience; and (iii) availability to provide services in the qualified areas described above. The hourly rates under this contract are slightly higher than the panel rates, although given the expertise and experience of Jackson Lewis P.C., the higher rates were accepted. V. |
| 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. |

VI.

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

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

VII.

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

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Jackson Lewis P.C., as successor in interest to Jackson Lewis, LLP, with an office located at 58 South Service Road, Suite 410, Melville, New York 11747 ("Counsel" or "Contractor").

WITNESSETH:

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

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

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

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

- 1. Term. This Agreement shall commence on March 13, 2014 and shall terminate on March 12, 2015, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for four (4) additional one (1) year periods.
- 2. <u>Services</u>. The services to be provided by Counsel under this Agreement shall consist of representing Nassau County, and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified ("<u>Services</u>"). A list of the areas of law in which the Department has determined Counsel to be qualified to represent the County is attached hereto as Appendix A. Services shall include, but not be limited to: motion practice; pre-trial discovery; trial; appeals; and such other Services as may be required to fully represent the County. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.
- 3. <u>Payment</u>. (a)(1) <u>Amount of Consideration</u>. The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of Twenty-four Thousand Nine Hundred Dollars (\$24,900.00) ("<u>Maximum Amount</u>"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i) Partner: \$285.00

(ii) Of Counsel: \$285.00

(iii) Associate: \$250.00

(iv) Paralegal/Law Clerk: \$100.00

(a)(2) Any appearances before the County Legislature, or any committee thereof for

the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

- (b) <u>Vouchers</u>; <u>Voucher Review</u>, <u>Approval and Audit</u>. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "<u>Voucher</u>") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "<u>Comptroller</u>").
- (c) <u>Timing of Payment Claims</u>. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.
- (d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for expert costs, messengers, investigators, trial preparation services and other legitimate expenses. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements or any expense or disbursement not listed in this paragraph.
- (e) <u>No Duplication of Payments</u>. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.
- (f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.
- 4. <u>Independent Contractor</u>. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "<u>Counsel Agent</u>"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
- 6. <u>Compliance with Law</u>. (a) <u>Generally</u>. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human

rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

- (b) <u>Nassau County Living Wage Law.</u> Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:
 - (i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;
 - (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
 - (iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.
- (c) <u>Records Access.</u> The parties acknowledge and agree that all records, information, and data ("<u>Information</u>") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.
- 7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.
- 8. <u>Service Standards</u>. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
 - (b) Counsel shall deliver Services under this Agreement in a professional manner consistent

with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

- 9. <u>No Conflict Representation</u>. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.
- 10. <u>Indemnification</u>: <u>Defense</u>: <u>Cooperation</u>. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "<u>Indemnified Parties</u>") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, <u>provided</u>, <u>however</u>, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.
 - (d) The provisions of this Section shall survive the termination of this Agreement.
- 11. <u>Insurance</u>. (a) <u>Types and Amounts</u>. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.
- (b) <u>Acceptability: Deductibles; Subcontractors</u>. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.
 - (c) <u>Delivery</u>; <u>Coverage Change</u>; <u>No Inconsistent Action</u>. Prior to the execution of this

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

- Assignment: Amendment: Waiver: Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
- 13. <u>Termination</u>. (a) <u>Generally</u>. This Agreement may be terminated (<u>i</u>) for any reason by the County upon thirty (30) days' written notice to Counsel, (<u>ii</u>) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (<u>iii</u>) upon mutual written Agreement of the County and the Counsel, and (<u>iv</u>) in accordance with any other provisions of this Agreement expressly addressing termination.

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

- (b) <u>By Counsel</u>. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "<u>Commissioner</u>"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (<u>iii</u>) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "<u>Applicable DCE</u>") on the same day that notice is given to the Commissioner.
- (c) <u>Counsel Assistance upon Termination</u>. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.
 - 14. Accounting Procedures: Records. Counsel shall maintain and retain, for a period of six

- (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles or such other standard accounting principles that are acceptable within the industry and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.
- 15. <u>Limitations on Actions and Special Proceedings against the County</u>. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.
- (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.
- 17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- 18. <u>Notices</u>. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for

the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

- 19. All Legal Provisions Deemed Included: Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- (d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
- 20. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.
 - 22. Executory Clause. Notwithstanding any other provision of this Agreement:
- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
 - (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the

County from the state and/or federal governments.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

JACKSON LEWIS P.C.

By: Marc O. Compar

Name: Marc S. Wenger

Title: Shareholder

Date: 4/25/14

NASSAU COUNTY

Name: Killul K. Well K

Title: County Executive

Deputy County Executive

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Appendix A

Cases and/or matters are to be assigned by the County Attorney, or their designee, to Counsel throughout the term of this Agreement in the following areas of law in which Counsel has been determined to be qualified by the Department:

- Federal Civil Rights, Section 1983;
 Labor and Employment Law;
- 3. Municipal Law;

The Department may qualify Counsel in additional areas of law.

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
 - (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
 - (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

- 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:

| ۱. | The chief executive | e officer of Contractor is: |
|----|--|--------------------------------|
| | | John P. Donnelly |
| | ************************************** | Jackson Lewis P.C. |
| | | One North Broadway, 15th Floor |
| | | White Plains, New York 10601 |
| | | 914-514-6056 |
| | | |

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

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| | In the past five years, an administrative proceeding, investigation, or government body-initiated judicial actionhasX 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: |
| | |
| I hereb | 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. by certify that I have read the foregoing statement and, to the best of my knowledge and belief, are, correct and complete, Any statement or representation made herein shall be accurate and of the date stated below. |
| | April 28, 2014 April 28, 2014 April 28, 2014 April 28, 2014 |
| | John P. Donnelly Name of Chief Operating Officer |
| | to before me this |
| <u>∠ö`</u> a | lay of April, 2014. |
| Notary | Public O |

COUNTY OF NASSAU

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

| Ι, | Name of the Entity:Jackson Lewis P.C. |
|--------------------------------|--|
| | Address: 58 South Service Road, Suite 250 |
| | City, State and Zip Code: Melville, New York 11747 |
| 2. | Entity's Vendor Identification Number: 46-3862389 |
| 3, | Type of Business:Public CorpPartnershipJoint Venture |
| | Ltd. Liability CoClosely Held Corp <u>Professional Corp.</u> Other (specify) |
| of Join
sh e ets | List names and addresses of all principals; that is, all individuals serving on the Board of ors or comparable body, all partners and limited partners, all corporate officers, all parties it Ventures, and all members and officers of limited liability companies (attach additional if necessary): |
| | |
| | |
| | |
| | |
| | |
| | List names and addresses of all shareholders, members, or partners of the firm. If the older is not an individual, list the individual shareholders/partners/members. If a Publicly orporation, include a copy of the 10K in lieu of completing this section. |
| See | above. |
| ** | |
| | |

Page 3 of 4:

| (b) Describe lobbying activities description of lobbying activities. | y of each lobbyist. See below for a complete |
|---|---|
| * ************************************ | |
| . N/A | |
| | |
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| | |
| | |
| | |
| (c) List whether and where th
Nassau County, New York State): | he person/organization is registered as a lobbyist (e.g., |
| N/A | |
| | |
| | |
| | |
| | |
| | nust be signed by a principal of the consultant, natory of the firm for the purpose of executing Contracts. |
| The undersigned affirms and so swears t
statements and they are, to his/her know | that he/she has read and understood the foregoing ledge, true and accurate. |
| | |
| Dated: 3/10/10 | Signed: Marc 3 Wangar |
| | Print Name: 1 Marc 3. Wenger |
| | Title: Principal |

| Equity Principals - Jackson Lev
as of 03/09/2016 | AND AND AND AND AND AND AND AND AND AND | |
|---|---|-------------------------------------|
| as 01 03/03/2010 | The desired services and the services are services as a service services and the services are services as a service services and the services are services as a service services are services as a service services are services as a service services are services as a service service services are services as a service service service services are services as a service service service services are services as a service service service services are services as a service service service services are services as a service service service services are services as a service service service service services are services as a service service service service services are services as a service service service service services are services as a service service service service services are services as a service service service service service services are services as a service service service service services are services as a service service service service services are services as a service service service service service service service services are services as a service service service service service service service services are services as a service | No. 1. I what is a grant management |
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| 1 Abel, Ashley B. | 15 S. Main Street, Suite 700 | Greenville, SC 29601 |
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| O:Antone, Christopher C. | | Albany, NY 12211 |
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| os Angeles, CA 90017 |
| White Plains, NY 10601 |
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| lartford, CT 06103 |
| eattle, WA 98101 |
| hoenix, AZ 85016 |
| Aelville, NY 11747 |
| taleigh, NC 27612 |
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| oston, MA 02116 |
| loston, MA 02116 |
| Chicago, IL 60601 |
| loston, MA 02116 |
| stlanta , GA 30309 |
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| ustin, TX 78701 |
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| New York, NY 10017 |
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| Freenville, SC 29601 |
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| Vhite Plains, NY 10601 |
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| lorfolk, VA 23510 |
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| an Francisco, CA 94111 |
| Vhite Plains, NY 10601 |
| hicago, IL 60601 |
| Saltimore, MD 21209 |
| Chicago, IL 60601 |
| lew York, NY 10017 |
| Cincinnati, OH 45202 |
| chicago, IL 60601 |
| Boston, MA 02116 |
| New York, NY 10017 |
| New York, NY 10017 |
| San Francisco, CA 94111 |
| *************************************** |
| Memphis, TN 38120 |
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Richmond, VA 23219 |
| 3 1 1 |

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|---|--|--|
| as of 03/09/2016 | | |
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| 88 Riolo, Greg A. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
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| 97 Schloss, Craig A. | 225 Broadway, Suite 2000 | San Diego, CA 92101 |
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| 00 Schwartz, Jeffrey A. | 1155 Peachtree Street, NE Suite 1000 | Atlanta, GA 30309 |
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| 06 Siegel, Paul J. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
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| 10 Simon, Eric P. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 11 Smith, Douglas G. | Liberty Center, 1001 Liberty Avenue, Suite 1000
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New York, NY 10017 |

| Equity Principals - Jackson Lev | wis P.C. | |
|---------------------------------|---|-------------------------|
| as of 03/09/2016 | - No - No - No - No - No - No - No - No | 1 |
| | What has an an an an an an an an an an an an an | |
| Name | Address | City, State & Zip |
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| 214 Speedy, Timothy D. | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 |
| 215 Spitz, Jonathan J. | 1155 Peachtree Street, NE Suite 1000 | Atlanta , GA 30309 |
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| 217 Stone, James M. | Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd | Cleveland, OH 44131 |
| 218 Stone, LAwrence H. | 725 So. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 |
| 219 Strange, Margaret J. | 90 State House Square, 8th Floor | Hartford, CT 06103 |
| 220: Sussman, Mark L. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| 221 Sween, Lisa Barnett | 50 California Street, 9th Floor | San Francisco, CA 94111 |
| 222 Tersigni, Vincent J. | Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd | Cleveland, OH 44131 |
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| 230 Valentino, Christopher M. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
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| 236 Wenger, Marc S. | 58 South Service Road, Sulte 250 | Melville, NY 11747 |
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| 239 Wilson, Christine L. | One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500 | Miami, FL 33131-2374 |
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| 244 Wright, Teresa Burke | 10701 Parkridge Boulevard, Ste 300 | Reston, VA 20191 |
| 245 Youchah, Elayna J. | 3800 Howard Huges Pkwy, Suite 600 | Las Vegas, NV 89169 |

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

FAML6455 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM CURRENT YR BUDGET & OBLIGATION SUMMARY

03/22/2016 3:40 PM

BALANCE (Y,M,Q,A) : Y FISCAL MO/YEAR : 03

INDEX

: 03 2016 MAR 2016

ORGANIZATION

ΑТ

COUNTY ATTORNEY

CHARAC / OBJECT FDTP FUND SFND

PROJECT PROJ DTL GRANT GRANT DTL

UCODE/ORD#/DRC

X

| | DESCRIPTION | ORIG BUDGT | CUR BUDGET | CUR OBLIG | CUR BALANCE |
|----------|-------------------------|-------------------|-------------------|------------|----------------------|
| BB
DD | EQUIPMENT
GENERAL EX | 15,000
627,000 | 15,000
627,000 | 144,355 | 15,000
482,645 |
| DE | CONTRACTUA | 5,350,000 | 5,350,000 | -1,520,956 | 402,040
6,870,956 |
| | EXP TOTAL | 13,903,211 | 13,903,211 | 288,078 | 13,615,133 |
| | REV – EXP | 4,467,447 | 4,467,447 | 31,175 | -4,436,272 |

F4-PRIOR

F5-NEXT

F1-HELP F2-SELECT F7-PRIOR PG F8-NEXT PG F9-LINK

GO12 - NEXT PAGE DISPLAYED

FAML6160 V4.2

LINK TO:

NIFS PRODUCTION SYSTEM VENDOR SUMMARY

03/22/2016 3:44 PM

ACTIVE FISCAL MO/YEAR : 03 2016

VENDOR NUMBER: 463862389 O1 JACKSON LEWIS PC VENDOR ALPHA: JACKSON LEWIS PC

| S VENDOR SUMMARY ENCUMBRANCES RETAINAGES ACCRUALS PAYMENTS CASH RECEIPTS ACCT RECVABLE 1099 TOTALS B/U WITHHOLDING B/U WITH PAID TX LIEN W/HELD TAX LIENS PAID ST BCKUP W/HOLD | MAR | 2016
.00
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.00
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.00 | .00
.00
-3,244.50
3,244.50
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3,244.50
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.00 | 41,957.81
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.00
482,942.19
.00
.00
3,244.50
.00
.00
.00 |
|--|-----------|---|---|--|
| ST BU W/H PAID
F1-HELP F2-SELECT | EO I TATZ | .00
.00
F4-PRIC | .00 | .00 |
| Cort DECORP DOTE | F9-LINK | | | |

GO14 - RECORD FOUND

FAML6160 V4.2

NIFS PRODUCTION SYSTEM VENDOR SUMMARY VENDOR SUMMARY

03/22/2016 3:44 PM

ACTIVE

FISCAL MO/YEAR: 13 2015
VENDOR NUMBER: 463862389 01 JACKSON LEWIS PC
VENDOR ALPHA: JACKSON LEWIS PC

| S VENDOR SUMMARY | | | ANNUAL BALANCE | ALL YEARS BALANCE |
|----------------------|---------|---------|----------------|-------------------|
| ENCUMBRANCES | • | -710.50 | -29,961.56 | 41,957.81 |
| RETAINAGES | | .00 | .00 | .00 |
| ACCRUALS | | 710.50 | 3,244.50 | 3,244.50 |
| PAYMENTS | | .00 | 26,717.06 | 479,697.69 |
| CASH RECEIPTS | | .00 | .00 | .00 |
| ACCT RECVABLE | | .00 | .00 | .00 |
| 1099 TOTALS | | .00 | 26,717.06 | 26,717.06 |
| B/U WITHHOLDING | | .00 | .00 | .00 |
| B/U WITH PAID | | .00 | .00 | .00 |
| TX LIEN W/HELD | | .00 | .00 | .00 |
| TAX LIENS PAID | | .00 | .00 | .00 |
| ST BCKUP W/HOLD | | .00 | .00 | |
| ST BU W/H PAID | | .00 | | .00 |
| | | | .00 | .00 |
| F1-HELP F2-SELECT | | F4PR101 | R F5-NEXT | |
| 004/ 270022 | F9-LINK | | | |
| CO1A - PECOPD EOIDID | | | | |

GO14 - RECORD FOUND

8-0 87-

COUNTY OF NASSAU

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

| 1. | Name of the Entity: Jackson Lewis P.C. |
|--------------------------|---|
| | Address: 58 South Service Road, Suite 250 |
| | City, State and Zip Code: Melville, New York 11747 |
| 2. | Entity's Vendor Identification Number: 46-3862389 |
| 3. | Type of Business: Public Corp Partnership Joint Venture |
| | Ltd. Liability CoClosely Held CorpProfessional Corp Other (specify) |
| of Join
sheets | List names and addresses of all principals; that is, all Individuals serving on the Board of ors or comparable body, all partners and limited partners, all corporate officers, all parties t Ventures, and all members and officers of limited liability companies (attach additional if necessary): |
| See a | attached. |
| | |
| | |
| | |
| | |
| | |
| 5.
shareho
neld Co | List names and addresses of all shareholders, members, or partners of the firm. If the older is not an individual, list the individual shareholders/partners/members. If a Publicly or or poration, include a copy of the 10K in lieu of completing this section. |
| See a | above. |
| | |
| | |

1016 MAY -2 P U: 53

RESEIVED WASSAD COUNTY CLERK OF THE LEGISLATURE

Page 3 of 4

| (b) Describe lobbying activities. | vity of each lobbyist. See below for a complete |
|--|--|
| N/A | · |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| (c) List whether and where Nassau County, New York State): | e the person/organization is registered as a lobbyist (e.g., |
| N/A | |
| _N/A | |
| | |
| · | |
| | |
| | |
| 8. VERIFICATION: This section contractor or Vendor authorized as a s | n must be signed by a principal of the consultant, signatory of the firm for the purpose of executing Contracts. |
| The undersigned affirms and so swear statements and they are, to his/her kno | s that he/she has read and understood the foregoing owledge, true and accurate. |
| | / |
| Dated: 3/10/16 | Mars Har |
| Dated: 70-10- | Signed: Muss-My- Print Name: Marc 3. Wernger |
| | Print Name: 1 Amc 3. Wenger |
| | Title: Principal |

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

| Address 15 S. Main Street, Suite 700 150 North Michigan Avenue, Suite 2500 390 N. Orange Avenue, Suite 1285 | City, State & Zip Greenville, SC 29601 |
|---|---|
| 15 S. Main Street, Sulte 700
150 North Michigan Avenue, Sulte 2500
390 N. Orange Avenue, Sulte 1285 | Greenville, SC 29601 |
| 15 S. Main Street, Sulte 700
150 North Michigan Avenue, Sulte 2500
390 N. Orange Avenue, Sulte 1285 | Greenville, \$C 29601 |
| 150 North Michigan Avenue, Sulte 2500
390 N. Orange Avenue, Sulte 1285 | |
| 390 N. Orange Avenue, Sulte 1285 | Chicago II COCOs |
| | Chicago, IL 60601 |
| | Orlando, FL 32801-1641 |
| 725 So. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 |
| 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 220 Headquarters Plaza East Tower, 7th F | Morristown, NJ 07960 |
| | Baltimore, MD 21209 |
| | Morristown, NJ 07960 |
| 18 Corporate Woods Boulevard, 3rd Floor | Albany, NY 12211 |
| 500 N. Akrad, Sulte 2500 | Dallas, TX 75201 |
| 220 Headquarters Plaza East Tower, 7th Fi | Morristown, NJ 07960 |
| | Morristown, NJ 07960 |
| | San Francisco, CA 94111 |
| | New York, NY 10017 |
| | Los Angeles, CA 90017 |
| 220 Headquarters Plaza East Tower, 7th Fi | Morristown, NJ 07960 |
| | White Plains, NY 10501 |
| 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| | Birmingham, AL 35209 |
| | New York, NY 10017 |
| | Morristown, NJ 07960 |
| | Omaha, NE 68114 |
| | Boston, MA 02116 |
| | |
| | Miami, FL 33131- 2374 |
| | Boston, MA 02116 |
| | Melville, NY 11747 |
| | San Francisco, CA 94111 |
| | Atlanta , GA 30309 |
| | Chicago, IL 60601 |
| | Hartford, CT 06103 |
| | Sacramento, CA 95814 |
| | Melville, NY 11747 |
| | Melville, NY 11747 |
| | Boston, MA 02116 |
| | San Francisco, CA 94111 |
| | Newport Beach, CA 9266 |
| | Chicago, IL 60601 |
| | Melville, NY 11747 |
| | Atlanta , GA 30309 |
| | New York, NY 10017 |
| Pnc Center, 201 E, Flfth Street, 26th Fl | Cincinnati, OH 45202 |
| | Newport Beach, CA 9266 |
| | Phoenix, AZ 85016 |
| | Hartford, CT 06103 |
| 1155 Peachtree Street, NE Sulte 1000 | Atlanta, GA 30309 |
| 58 South Service Road, Suite 250 | Melville, NY 11747 |
| 7101 College Blvd., Suite 1150 | Overland Park, KS 66211 |
| 3800 Howard Huges Pkwy, Suite 600 | Las Vegas, NV 89169 |
| 400 Capital Mall, Suite 1600 | Sacramento, CA 95814 |
| 90 State House Square, 8th Floor | Hartford, CT 06103 |
| | Morristown, NJ 07960 |
| | Morristown, NJ 07960 |
| | 2800 Quarry Lake Drive, Suite 200 220 Headquarters Plaza East Tower, 7th Fl 18 Corporate Woods Boulevard, 3rd Floor 500 N. Akrad, Suite 2500 220 Headquarters Plaza East Tower, 7th Fl 220 Headquarters Plaza East Tower, 7th Fl 50 California Street, 9th Floor 666 3rd Avenue, 29th Floor 725 50. Figueroa Street, Suite 2500 220 Headquarters Plaza East Tower, 7th Fl 44 South Broadway, 14th Floor 44 South Broadway, 14th Floor 663 3rd Avenue, 29th Floor First Commercial Bank Bldg, 800 Shades Creek Parkway, Suite 870 666 3rd Avenue, 29th Floor 220 Headquarters Plaza East Tower, 7th Fl 10050 Regency Circle 75 Park Plaza, 4th Floor 0ne Biscayne Tower, 2 South Biscayne Bivd, Suite 3500 75 Park Plaza, 4th Floor 58 South Service Road, Suite 250 50 California Street, 9th Floor 1155 Peachtree Street, NE Suite 1000 150 North Michigan Avenue, Suite 2500 90 State House Square, 8th Floor 400 Capital Mall, Suite 1600 58 South Service Road, Suite 250 58 South Service Road, Suite 250 59 South Service Road, Suite 250 50 California Street, 9th Floor 50 California Street, 9th Floor 500 Birch Street, Ste 5000 150 North Michigan Avenue, Suite 250 155 Peachtree Street, NE Suite 1000 66 3rd Avenue, 29th Floor Pnc Center, 201 E. Fifth Street, 26th Fi 5000 Birch Street, 5te 5000 Biltmore Financial Center, 2398 East Camelback Road, Suite 1060 90 State House Square, 8th Floor 1155 Peachtree Street, NE Suite 1000 58 South Service Road, Suite 250 7101 College Bivd, Suite 150 3800 Howard Huges Pkwy, Suite 600 400 Capital Mall, Suite 1600 |

| Equity Principals - Jackson Le | wis P.C. | | |
|--------------------------------|--|---------------------------------------|------------------------|
| as of 03/09/2016 | | | |
| Name | Address | | Clar Chaba C 71 |
| 4 Cooper, Michael R. | ······································ | | City, State & Zip |
| is Corcoran, Susan M. | 666 3rd Avenue, 29th Floor | | New York, NY 10017 |
| | 44 South Broadway, 14th Floor | | White Plains, NY 10601 |
| 6 Corpuz, Victor N. | 500 N. Akrad, Suite 2500 | | Dallas, TX 75201 |
| 7 Corradino, Jeffrey J. | 220 Headquarters Plaza East Tower, 7th Fl | | Morristown, NJ 07960 |
| 8 Courtian, Jennifer B. | 666 3rd Avenue, 29th Floor | | New York, NY 10017 |
| 9 Davls, Thomas A. | First Commercial Bank Bidg, 800 Shades Creek Parkway, Suite 87 | 0 | Birmingham, AL 35209 |
| 0 Davis, William L. | 500 N. Akrad, Sulte 2500 | | Dallas, TX 75201 |
| 1 de Bernardo, Mark A. | 10701 Parkridge Boulevard, Ste 300 | - | Reston, VA 20191 |
| 2 DeBlasio, Joseph C. | 766 Shrewsbury Avenue | | Tinton Falls, NJ 07724 |
| 3 DeCamp, Paul | 10701 Parkridge Boulevard, Ste 300 | | Reston, VA 20191 |
| 4 DIOrio, Anthony J. | 44 South Broadway, 14th Floor | | White Plains, NY 10601 |
| 5 Dishman, Nell H. | 150 North Michigan Avenue, Suite 2500 | | Chicago, IL 60601 |
| 6 Diulus-Myers, A. Patricla | Liberty Center, 1001 Liberty Avenue, Suite 1000 | | Pittsburgh, PA 15222 |
| 7 Dodge, Garen E. | 10701 Parkridge Boulevard, Ste 300 | | Reston, VA 20191 |
| 8 Drenan, Michael D. | | | |
| 9 Duddleston, David J. | 225 Broadway, Suite 2000 | | San Diego, CA 92101 |
| | Capelle Tower, 225 S. 6Th Street, Suite 3850 | | Minneapolis, MN 55402 |
| O Egan, Patrick L. | 75 Park Plaza, 4th Floor | | Boston, MA 02116 |
| 1 Ekelman, Felice B. | 666 3rd Avenue, 29th Floor | | New York, NY 10017 |
| 2 Farber, Mia | 725 So. Figueroa Street, Sulte 2500 | · · · · · · · · · · · · · · · · · · · | Los Angeles, CA 90017 |
| 3 Felsberg, Eric J. | 58 South Service Road, Suite 250 | | Melville, NY 11747 |
| 4 Filla, Cynthia L. | 725 So. Figueroa Street, Sulte 2500 | | Los Angeles, CA 90017 |
| 5 Fischer, A. Robert | 816 Congress Avenue, Sulte 1530 | | Austin, TX 78701 |
| 6 Ford, Debra Welss | 100 International Drive, Ste 363 | | Portsmouth, NH 03801 |
| 7 Forment, Pedro P. | One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500 | | Miami, FL 33131-2374 |
| 8 Fossati, Yvonne Arvanitis | 725 So. Figueroa Street, Suite 2500 | | Los Angeles, CA 90017 |
| 9 Friedland, Allan S. | 90 State House Square, 8th Floor | | Hartford, CT 06103 |
| 0 Fu, Minnie | 10701 Parkridge Boulevard, Ste 300 | | Reston, VA 20191 |
| 1 Garofalo, Beverly W. | 90 State House Square, 8th Floor | | Hartford, CT 06103 |
| 2 Gibbons, Thomas R. | 90 State House Square, 8th Floor | | Hartford, CT 06103 |
| 3 Gilson, Roger P., Jr. | 44 South Broadway, 14th Floor | | White Plains, NY 10601 |
| 4 Girshon, Todd H. | 666 3rd Ayenue, 29th Floor | | New York, NY 10017 |
| 5 Gittler, Amy J. | Biltmore Financial Center, 2398 East Camelback Road, Suite 106 | 1 | Phoenix, AZ 85016 |
| 6 Golder, David R. | 90 State House Square, 8th Floor | <u>-</u> | Hartford, CT 06103 |
| 7 Goldstein, Brian P. | 18 Corporate Woods Boulevard, 3rd Floor | | Albany, NY 12211 |
| 8 Goodman, Steven S. | 58 South Service Road, Suite 250 | | Melville, NY 11747 |
| 9 Gordon, David L. | | | |
| O Greenberg, Richard I. | 1155 Peachtree Street, NE Suite 1000 | · | Atlanta , GA 30309 |
| | 666 3rd Avenue, 29th Floor | | New York, NY 10017 |
| 1 Griffin, Michael A. | 520 Pike Street, Suite 2300 | | Seattle, WA 98101 |
| 2 Hafets, Richard J. | 2800 Quarry Lake Drive, Suite 200 | | Baltimore, MD 21209 |
| 3 Hammock, Bradford T. | 10701 Parkridge Boulevard, Ste 300 | | Reston, VA 20191 |
| 4 Hanagan, Sean G. | 44 South Broadway, 14th Floor | | White Plains, NY 10601 |
| 5 Hartsfield, Dan | 500 N. Akrad, Sulte 2500 | | Dallas, TX 75201 |
| 6 Hash, Paul E. | 500 N. Akrad, Sulte 2500 | | Dallas, TX 75201 |
| 7 Helferman, Robert | 44 South Broadway, 14th Floor | | White Plains, NY 10601 |
| 8 Hekle, Michael R. | 44 South Broadway, 14th Floor | | White Plains, NY 10601 |
| 9 Hoffman, Samantha N. | 5000 Birch Street, Ste 5000 | <u> </u> | Newport Beach, CA 9266 |
| 0 Holles, David G., Jr. | 225 Broadway, Suite 2000 | | San Olego, CA 92101 |
| 1 Holden, Kevin D. | Two James Center, 1021 E. Cary Street, Suite 1200 | | Richmond, VA 23219 |
| 2 Holland, Patricia L | 3737 Glenwood Avenue | <u>-</u> | Ralelgh, NC 27612 |
| 3 Hood, Michael A. | 5000 Birch Street, Ste 5000 | | Newport Beach, CA 9266 |
| 4 Islinger, David G. | 220 Headquarters Plaza East Tower, 7th Fi | | Morristown, NJ 07960 |
| 5 Jacobster, Michael D. | 666 3rd Avenue, 29th Floor | | New York, NY 10017 |
| 6 Janeiro, Gina K. | Capella Tower, 225 S. 6Th Street, Sulte 3850 | | Minneapolis, MN 55402 |

| Equity Principals - Jackson Lev | vis P.C. | |
|---------------------------------|---|--------------------------|
| as of 03/09/2016 | VID F.C. | |
| | — · "· — — — — — — — — — — — — — — — — — | |
| Name | Address | City Canta B 71a |
| .07 Jarrett, Danny W. | | City, State & Zip |
| OB Jatana, Nicky | 4300 San Mateo Blvd NE, Sulte B-260 | Albuquerque, NM 87110 |
| 09 Jeffrey, Edward V. | 725 So. Figueroa Street, Sulte 2500 | Los Angeles, CA 90017 |
| | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 10 Jenkins, Maurice G. | Town Center, 2000 Town Center, Suite 1650 | Southfield, MI 48075 |
| 11 Jimenez, David R. | 90 State House Square, 8th Floor | Hartford, CT 06103 |
| 12 Johnsrud, Barry Alan | 520 Pike Street, Suite 2300 | Seattle, WA 98101 |
| 13 Jones, Robert K. | Biltmore Financial Center, 2398 East Camelback Road, Suite 1060 | Phoenix, AZ B5016 |
| 14 Kaplan, Roger S. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| 15 Kazagils, Ted N. | 3737 Glenwood Avenue | Raleigh, NC 27612 |
| 16 Kee, Conrad S. | 222 South Main Street, Suite 500 | Salt Lake City, UT 84101 |
| 17 Kelper, Jeffrey B. | Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd | Cleveland, OH 44131 |
| 18 Kelly, Joel P. | 725 So. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 |
| 19 Kelly, Paul V. | 75 Park Plaza, 4th Floor | Boston, MA 02116 |
| 20 Kerman, David J. | 75 Park Plaza, 4th Floor | Boston, MA 02116 |
| 21 Khetarpal, Monica Hersh | 150 North Michigan Avenue, Suite 2500 | Chicago, IL 60601 |
| 22 Kirmani, Samia M. | 75 Park Plaza, 4th Floor | Boston, MA 02116 |
| 23 Kohler, Dion Y. | 1155 Peachtree Street, NE Sulte 1000 | Atlanta , GA 30309 |
| 24 Kozak, Jonathan M. | | |
| 25 Landau, Richard D. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 26 Lashus, Kevin | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 27 Latham, Weldon H. | 816 Congress Avenue, Sulte 1530 | Austin, TX 78701 |
| | 10701 Parkridge Boulevard, Ste 300 | Reston, VA 20191 |
| 28 Lauderdale, D. Christopher | 15 S. Main Street, Suite 700 | Greenville, SC 29601 |
| 29 Lauri, Kevin G. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 30 Lazzarotti, Joseph J. | 220 Headquarters Plaza East Tower, 7th Fi | Morristown, NJ 07960 |
| 31 Lessmann, Ryan P. | US Bank Tower, 950 17th Street, Sulte 2600 | Denver, CO 80202 |
| 32 Lewis, Stephanie E. | 15 S. Main Street, Suite 700 | Greenville, SC 29601 |
| 33 Liberatore, Frank M. | 725 So. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 |
| 34 Lieberman, Penny Ann | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 35 Liss, Jessica L. | 7733 Forsyth Blvd., Sulte 600 | St. Louis, MO 63105 |
| 36 Lucas, Thomas M. | 500 E. Main Street, Suite 800 | Norfolk, VA 23510 |
| 37 Lynett, Joseph J. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 38 Mackey, Thomas G. | 725 So. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 |
| 39 Magnus, Erlc R. | 1155 Peachtree Street, NE Sulte 1000 | Atlanta , GA 30309 |
| 40, Mancher, Mark S. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| 41 Manning, William J. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 42 Marchlewski, Theresa M. | 725 So. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 |
| 43 Margulles, Richard N. | 501 Riverside Avenue, Suite 902 | Jacksonville, FL 32202 |
| 44 Martin, Joseph M. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 45 McAlpine, Fraser A. | 50 California Street, 9th Floor | San Francisco, CA 94111 |
| 46 McDonough, Thomas P. | 44 South Broadway, 14th Floor | White Plains, NY 10501 |
| 47 McFetridge, Jane M. | 150 North Michigan Avenue, Sulte 2500 | |
| 48 McGee, Emmett F., Jr. | | Chicago, IL 60601 |
| 49 McKenna, James A. | 2800 Quarry Lake Drive, Suite 200 | Baltimore, MD 21209 |
| | 150 North Michigan Avenue, Sulte 2500 | Chicago, IL 60601 |
| Mellk, Wendy J. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| Montgomery, David K. | Pnc Center, 201 E. Fifth Street, 26th Fi | Cincinnati, OH 45202 |
| Moran, Kathryn Montgomery | 150 North Michigan Avenue, Sulte 2500 | Chicago, IL 60601 |
| 3 Morsilli, Robert H. | 75 Park Plaza, 4th Floor | Boston, MA 02116 |
| 64 Moskowitz, Peter C. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 55 Moss, Peter N. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 56 Mullin, Patrick C. | 50 California Street, 9th Floor | San Francisco, CA 94111 |
| 57 Mulroy, James R. | 999 Shady Grove Road, Sulte 110 | Memphls, TN 38120 |
| 58 Munger, Stephen X. | 1155 Peachtree Street, NE Suite 1000 | Atlanta, GA 30309 |
| 59 Nagle, David E. | Two James Center, 1021 E. Cary Street, Suite 1200 | Richmond, VA 23219 |

| Equity Principals - Jackson Lev | wls P.C. | |
|---------------------------------|--|--|
| as of 03/09/2016 | | |
| | | |
| Name | Address | City, State & Zip |
| 60 Napier-Joyce, Joy M. | 2800 Quarry Lake Drive, Suite 200 | Baltimore, MD 21209 |
| 51 Nieman, Matthew F. | 10701 Parkridge Boulevard, Ste 300 | Reston, VA 20191 |
| 52 Nolan, John M. | Three Parkway, 1601 Cherry Street, Sulte 1350 | Philadelphia, PA 19102 |
| 63 Novick, Mindy S. | 725 So. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 |
| 64 Oborne, Scott | Congress Center, 1001 SW Fifth Ave, Suite 1205 | Portland, OR 97204 |
| .65 O'Connor, Bryan P. | 520 Pike Street, Suite 2300 | Seattle, WA 98101 |
| 66 Ombok, Otieno B. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 67 Oswald, Suellen | Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd | Cleveland, OH 44131 |
| 68 Outwater, Lynn C. | Liberty Center, 1001 Liberty Avenue, Suite 1000 | Pittsburgh, PA 15222 |
| 69 Owens, L. Dale | 1155 Peachtree Street, NE Suite 1000 | Atlanta , GA 30309 |
| 70 Paindiris, Tasos C. | One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500 | |
| 71 Palmer, CAry G. | 400 Capital (Mail, Suite 1600 | Mlami, FL 33131-2374 |
| 72 Panzini, James J. | 220 Headquarters Plaza East Tower, 7th Fl | Sacramento, CA 95814 |
| 73 Paterniti, Stephen T. | 75 Park Plaza, 4th Floor | Morristown, NJ 07960 |
| 74 Pattison, Robert M. | 50 California Street, 9th Floor | Boston, MA 02116 |
| 75 Peck, Amy L. | 10050 Regency Circle | San Francisco, CA 94111 |
| 76 Peet, Stephanle J. | | Omaha, NE 68114 |
| 77 Perry, Robert R. | Three Parkway, 1601 Cherry Street, Sulte 1350 | Philadelphia, PA 19102 |
| 78 Peterson, Andrew A. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 79 Petkovich, Michael N. | 44 South Broadway, 14th Floor | White Pialns, NY 10601 |
| | 10701 Parkridge Boulevard, Ste 300 | Reston, VA 20191 |
| 80 Phillips, Michelle E. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 81 Pickett, Andrew C. | 75 Park Plaza, 4th Floor | Boston, MA 02116 |
| 82 Piekara, Thomas P. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 83 Porta, John J. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| 84 Prozzi, James A. | Liberty Center, 1001 Liberty Avenue, Suite 1000 | Pittsburgh, PA 15222 |
| 85 Rassif, Jenna Rinehart | One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500 | Mlaml, FL 33131- 2374 |
| 86 Remy, John M. | 10701 Parkridge Boulevard, Ste 300 | Reston, VA 20191 |
| 87 Richter, Chad P. | 10050 Regency Circle | Omaha, NE 68114 |
| 88 Riolo, Greg A. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 89 Roberts, Craig 5. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| 90 Rosen, Philip B. | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 91 Rubin, Allan S. | Town Center, 2000 Town Center, Suite 1650 | Southfield, Mi 48075 |
| 92 Ryan, Sarah J. | Congress Center, 1001 SW Fifth Ave, Suite 1205 | Portland, OR 97204 |
| 93 Saccomano, Joseph A., Jr. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 94 Sandoval, Cynthla S. | 5000 Birch Street, Ste 5000 | Newport Beach, CA 92666 |
| 95 Satterfield, Andreas N., Jr. | 15 S. Main Street, Suite 700 | Greenville, SC 29501 |
| 96 Schey, Richard W. | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 |
| 97 Schloss, Cralg A. | 225 Broadway, Suite 2000 | San Diego, CA 92101 |
| 98 Schloss, Leonora M. | 725 So. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 |
| 99 Schwartz, Bruce H. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 00 Schwartz, Jeffrey A. | 1155 Peachtree Street, NE Sulte 1000 | Atlanta, GA 30309 |
| 1 Schwartz, Jennifer A. | One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500 | Mlaml, FL 33131- 2974 |
| 2 Sharkey, Benjamin D. | 501 Riverside Avenue, Suite 902 | Jacksonville, FL 32202 |
| 3 Shea, James F. | 90 State House Square, 8th Floor | Hartford, CT 06103 |
| 14, Shleids, Ana C. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| 5 Siegel, Jonathan A. | 5000 Birch Street, Ste 5000 | Newport Beach, CA 92660 |
| Slegel, Paul I. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| 77 Silberman, Mickey | US Bank Tower, 950 17th Street, Sulte 2600 | Denver, CO 80202 |
| 08 Silverman, Lewis H. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 09 Silvestri, Stephen M. | 2800 Quarry Lake Orive, Suite 200 | Baltimore, MD 21209 |
| 10 Simon, Eric P. | 666 3rd Avenue, 29th Floor | |
| 11 Smith, Douglas G. | | New York, NY 10017 |
| 12 Snyder, John A. | Liberty Center, 1001 Liberty Avenue, Sulte 1000 666 3rd Avenue, 29th Floor | Pittsburgh, PA 15222
New York, NY 10017 |

| Equity Principals - Jackson Lev | wis P.C. | |
|---------------------------------|---|-------------------------|
| as of 03/09/2016 | | |
| | , ,, | |
| Name | Address | Clty, State & Zip |
| 13 Soltis, Michael I. | 1010 Washington Blvd, 7th Floor | Stamford, CT 06901 |
| 214 Speedy, Timothy D | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 |
| 215 Spitz, Jonathan J. | 1155 Peachtree Street, NE Suite 1000 | Atlanta , GA 30309 |
| 16 Stief, Michael J., III | Liberty Center, 1001 Liberty Avenue, Suite 1000 | Pittsburgh, PA 15222 |
| 117 Stone, James M. | Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd | Cleveland, OH 44131 |
| 18 Stone, LAwrence H. | 725 So. Figueroa Street, Sulte 2500 | Los Angeles, CA 90017 |
| 19 Strange, Margaret J. | 90 State House Square, 8th Floor | Hartford, CT 06103 |
| 20 Sussman, Mark L. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| 221 Sween, Lisa Barnett | 50 California Street, 9th Floor | San Francisco, CA 94111 |
| 22 Tersigni, Vincent I. | Park Ctr Plaza I, Ste 400, 5100 Oak Tree Blvd | Cleveland, OH 44131 |
| 223 Thorne, Ren E. | 650 Poydras Street, Suite 1900 | New Orleans, LA 70130 |
| 24 Toppel, Jeffrey W. | Biltmore Financial Center, 2398 East Camelback Road, Suite 1060 | Phoenix, AZ 85016 |
| 25 Torres-Daz, Pedro J. | One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500 | Miami, FL 33131- 2374 |
| 26 Tratnyek, John F. | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 |
| 27 Tripp, Noel P. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| 28 Tuliy, Guy P. | 75 Park Plaza, 4th Floor | Boston, MA 02116 |
| 29 Vaccaro, Patrick L. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 30 Valentino, Christopher M. | 58 South Service Road, Sulte 250 | Melville, NY 11747 |
| 31 Van Dyke, C. Todd | 1155 Peachtree Street, NE Suite 1000 | Atlanta, GA 30309 |
| 32 Vogel, Robert D. | 725 So. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 |
| 33 Walsh, Thomas V. | 44 South Broadway, 14th Floor | White Plains, NY 10601 |
| 34 Watkins, LeRoy J., Jr. | 220 Headquarters Plaza East Tower, 7th Fl | Morristown, NJ 07960 |
| 35 Weisbrod, Dana Gilck | 566 3rd Avenue, 29th Floor | New York, NY 10017 |
| 36 Wenger, Marc S. | 58 South Service Road, Suite 250 | Melville, NY 11747 |
| 37 Wentz, Kenneth M., III | 10050 Regency Circle | Omaha, NE 68114 |
| 38 White, Ruthle N. | Wedge International Tower, 1415 Louisiana, Suite 3325 | Houston, TX 77002 |
| 39 Wilson, Christine L. | One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500 | Mlaml, FL 33131-2374 |
| 40 Windholz, Diane | 666 3rd Avenue, 29th Floor | New York, NY 10017 |
| 41 Winton, Erik J. | 75 Park Plaza, 4th Floor | Boston, MA 02116 |
| 42 Woo, C. Craig | 725 Sp. Figueroa Street, Suite 2500 | Los Angeles, CA 90017 |
| 43 Works, Donald C., III | 390 N. Orange Avenue, Sulte 1285 | Orlando, FL 32801-1641 |
| 44 Wright, Teresa Burke | 10701 Parkridge Boulevard, Ste 300 | Reston, VA 20191 |
| 45 Youchah, Elayna J. | 3800 Howard Huges Pkwy, Suite 600 | Las Vegas, NV 89169 |

New X Renewal

Amendment

Addl. Funds

RES#

Time Extension

Blanket Resolution

Agency Information



Department: County Attorney

U-42-16

No 🛚

No 🗌

No 🛛

No 🔲

No 🗌

Yes 🔲

Yes 🔀

Yes 🔲

Yes 🛛

Yes 🔀

Contract Details

SERVICES: Legal services

| NIFS ID #: <u>CQAT16000009</u> | NIFS Entry Date: 02/18/2016 | Term: January 1, 2016-December 31, 2016 |
|--------------------------------|-----------------------------|---|
|--------------------------------|-----------------------------|---|

2) Comptroller Approval Form Attached:

3) CSEA Agmt. § 32 Compliance Attached:

4) Vendor Ownership & Mgmt. Disclosure Attached:

1) Mandated Program:

5) Insurance Required

| | | venaoi | | | | | |)unty _e D | epart | ment - | å |
|----------------|--|-------------------------|---------------------------------------|---------------------|--------------------------|-----|---------|------------------------|-----------------|---|------------------|
| Name
Ceci | ilia Ameranti-Byrne, Es | q. | Vendor ID# | Paris
Marie (**) | | | | ent Contact
1 Delle | | | |
| Address | | | Contact Person | | | | Address | | | | |
| 47.00 | | | Cecilia Am | erant | i-Byrne, | | 1 Wes | | | | |
| a wie | And the second s | | Esq. | | | | Mine | ola, New Yo | rk 1150 | 1 . | - |
| | | | (516) 270-400 | 67 | | | (516 |) 571-3034 | | | |
| | | | | | | | | | | | J |
| \overline{R} | outing Slip | | · · · · · · · · · · · · · · · · · · · | | | | ** : | | | | |
| DATE & | DEPARTMENT | Les Inter | nal Verification | | DATE
Appv'd&v
Fw'd | | SIGN/ | MURE | Le _i | g: Approval
Required: ** | Valential series |
| | Department | NIFS Entry
NIFS Appv |) (Dept)
l (Dept. Head) | | | (| 000 | 1 Lak | | | |
| | OMB | NIFS Appr | oval | | 3/1/6 | La | restric | (led | Not | ☐ No ☐
required if
ket resolution | 1 |
| 3/0/16 | County Attorney | CA RE&I | Verification | V | 3/10/16 | Tac | rlyel | 16 | 1 to 1 | | |
| 3/10/16 | County Attorney | CA Approv | al as to form | ∇ | 3/10/16 | Ya | Clyin | LK. | Yes | No W | 4 |
| | Legislative Affairs | Fw'd Orig | inal K to CA | | | | | | | | |
| | Rules / Leg. | | | | | | | | | | |
| 3/10/16 | County Attorney | NIFS Appr | oval | V | 3/19/16 | Ha | cleps | Me | | | |
| ' , _ | County Comptroller | NIFS Appr | oval | | | | V | , | |) i | |
| Silv | County Executive | Notarization Filed with | on
Clerk of the Leg. | | DIK | | a | 14 | | | 7 |



Department: County Attorney

Contract Summary

| Discribuon. Offemal contract | Description | : Original | contract |
|------------------------------|-------------|------------|----------|
|------------------------------|-------------|------------|----------|

Purpose: This is a new outside counsel contract consisting of drafting, researching, counseling, and assisting in the implementation of legislation on any New York State or County initiatives as requested by the Department, including, but not limited to, the disputed assessment fund. Further, Counsel shall also provide counsel, as directed by the Department, to the County's Assessment Review Commission Department.

Method of Procurement: A Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. Cecilia Ameranti-Byrne, Esq. has submitted a proposal in response to the RFQ and has been added to this panel. After a review of the panel, Cecilia Ameranti-Byrne has been selected to handle this matter because of her experience, expertise in the subject matter, and availability.

Procurement History: Cecilia Ameranti-Byrne has had previous contracts with the County and is on the RFQ panel.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: \$24,900,00

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

| BUDGET | CODES |
|--------------|-------|
| Fund: | GEN |
| Control: | AT |
| Resp: | 1100 |
| Object: | DE502 |
| Transaction: | |

| FUNDING SOURCE | AMOUNT |
|------------------|-------------|
| Revenue Contract | XXXXXXX |
| County | \$24,900.00 |
| Federal | \$ |
| State | \$ |
| Capital | \$ |
| Other | \$ |
| TOTAL | \$24,900.00 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|------|-------------------|-------------|
| 1 | ATGEN1100/DE502 | \$24,900.00 |
| 2 | | \$ |
| 3 | | \$ |
| 4 | | \$ |
| 5 | | \$ |
| 6 | | \$ |
| | TOTAL | \$24,900.00 |

| RENEV | VAT |
|------------|-----|
| % Increase | |
| % Decrease | |

| | , , | |
|----------|----------|-----|
| Document | Prepared | Bv: |

| a | te: | | |
|---|-----|--|--|

| | NIFS Certification | | | Comptroller Certification | e Coun | ty Lxecutwe Appr vales |
|------|--|---------------------------------------|------|---|--------|------------------------|
| | I certify that this document was accepted into NIFS. | · · · · · · · · · · · · · · · · · · · | | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name | Ub |
| Name | | • | -f | Name | Date | 1.1 |
| | | 3, | | * | S | 151114 |
| Date | | • | , ·. | Date | | For Office Use Only) |
| | • | | . · | | E #: | |



Nassau County Interim Finance Authority

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

| Vendor: | Cecilia Ameranti-Byrne | , Esq. (CQAT | 16000009) | , • | |
|--|--|-------------------------------------|---|------------------------|------------------|
| Dollar amount r | equiring NIFA approval: \$ | 24,900.00 | | | • |
| Amount to,be en | cumbered: \$ 24,900.00 | | | | F * |
| This is a | ✓ New Contract Advi | sement | Amendment | | |
| dvisement – NIFA | nount should be full amount of co
only needs to review if it is incre
ount should be full amount of am | asing funds abo | ove the amount p | reviously approv | ved by NIFA |
| Contract Term: | 01/01/2016-12/31/2016 | | | | |
| Has work or service | ces on this contract commenced? | · ✓ Ye | ss | _ No | · • |
| if yes, please expla | in: Due to time sensitivity | of services, s | services comme | nced prior to f | uli approva |
| unding Source | | | | | |
| General Func
Capital Impr | d (GEN) overnent Fund (CAP) | Grant Fund | (GRT)
Federal %
State %
County % | | |
| ne cash available f | or the full amount of the contract | t? | Yes | No | |
|) · | ire a future borrowing? | · | Yes | No | |
| s the County Legis | lature approved the borrowing? | _ | Yes | No | N/A |
| s NIFA approved t | he borrowing for this contract? | | Yes | No | N/A |
| Provide a brief o | lescription (4 to 5 sentences |) of the item | for which this a | approval is rec | juested; |
| legislation on any New | ounsel contract to provide services consistin
York State or County initiatives as requested
It also provide counsel, as directed by the De | d by the Department | , including, but not limit | ed to, the disputed as | sessment fund. |
| Has the item re | quested herein followed all J | proper proce | dures and ther | eby approved | by the: |
| Nassau County At
Nassau County Co | torney as to form
ommittee and/or Legislature | Yes Yes | No | N/A
N/A | |
| Date of approva | al(s) and citation to the resol | lution where | approval for th | iis item was p | rovided: |
| | | | | | |
| £ . | i . | | | | |
| Identify all cont | racts (with dollar amounts) | with this or a | ın affiliated paı | rty within the | prior 12 mon |
| -CQAT15000010,
-CAAT16000002 (
currently in approv | max amount \$25,000, encumbered
CQAT15000010), advisement to en
al pipeline | \$15,000 on 05/1
cumber previous | 13/2015
sly authorized but u | unencumbered an | nount of \$3,000 |

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.

| Roseaux | , Willein | 3/3/16 |
|----------------------|---|--|
| Signature | Title | · Date |
| | <i>;</i> | |
| Print Name | ÷ . | |
| | | |
| , | COMPTE | ROLLER'S OFFICE |
| | e Nassau County Approve | that the information listed is true and accurate and is in
ed Budget and not in conflict with the Nassau County |
| Regarding funding, p | lease check the correct re | esponse: |
| | • • • | |
| ¡I certify that the | ne funds are available to b | be encumbered pending NIFA approval of this contract. |
| ; · | e bonding for this contract ha | has been approved by NIFA. cumbered but the project requires NIFA bonding authorization |
| 113 | , | · · · · · · · · · · · · · · · · · · · |
| <u> </u> | | - All Andrews |
| Signature | Title | Date |
| 13% | | |
| Print Name | | |
| 1 | • • • • • • • | |
| | | NIFA |
| Amount being appro | ved by NIFA: | |
| 10. | | |
| Signature | Title | Date |
| F. C. | | |
| D ' LNT | | |

Print Name

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. -2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A SPECIAL COUNSEL CONTRACT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND CECILIA AMERANTI-BYRNE, ESQ.

WHEREAS, the County has negotiated a Special Counsel agreement with Cecilia Ameranti-Byrne, Esq. to provide legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said Special Counsel agreement with Cecilia Ameranti-Byrne, Esq.

George Maragos Comptroller



OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

| CONTRACTOR NAME: Cecilia Ameranti-Byrne, Esq. (CQAT16000009) |
|--|
| CONTRACTOR ADDRESS: |
| FEDERAL TAX ID #: |
| <u>Instructions:</u> Please check the appropriate box ("\overline{\Omega}") after one of the following roman numerals, and provide all the requested information. |
| I. □ The contract was awarded to the lowest, responsible bidder after advertisement |
| for sealed bids. The contract was awarded after a request for sealed bids was published |
| in [newspaper] on [date]. The sealed bids were publicly opened on [date]. [#] of sealed bids were received and opened. |
| II. The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on [date]. Potential proposers were made aware of the availability of the RFP by advertisement in [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on [date] [state #] proposals were received and evaluated. The evaluation committee consisted of: |
| (list # of persons on |
| committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected. |

| III. This is a renewal, extension or amendment of an existing contract. |
|--|
| The contract was originally executed by Nassau County on [date]. This is a |
| renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP |
| (copies of the relevant pages are attached). The original contract was entered into |
| after |
| |
| [describe |
| procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county. |
| IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal. |
| ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR: |
| X B. A Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. Cecilia Ameranti-Byrne, Esq. submitted a proposal in response to the RFQ and has been added to this panel. After a review of the panel, Cecilia Ameranti-Byrne was selected to handle this matter because of her experience, expertise in the subject matter, and availability. |
| V. — Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals. |
| A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner. |
| ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached). |
| C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract. |

| (+ * · · · · · · · · · · · · · · · · · · | | |
|--|--|---|
| - · | General Municipal Lag | w Section 119-o, the department is purchasing the services reement. |
| VI This is a | human sarvices coi | ntract with a not-for-profit agency for which a |
| : . | | |
| for entering into this
intends to initiate a co
the vendor has previo
the vendor's performa | contract without conduction process for the pusly provided services tance. If the contractor has | iated. Attached is a memorandum that explains the reasons cting a competitive process, and details when the department e future award of these services. For any such contract, where to the county, attach a copy of the most recent evaluation of as not received a satisfactory evaluation, the department must s be permitted to contract with the county. |
| In certain limited c | ircumstances conductiv | ng a competitive process and/or completing performance |
| evaluations may not compelling need to | be possible because of
continue services throu | the nature of the human services program, or because of a aigh the same provider. In those circumstances, attach an or performance evaluation is inapplicable. |
| VII. This is a n | ublic works contrac | et for the provision of architectural, engineering |
| or surveying serv
with Board of Superv | ices. The attached menvisors' Resolution No.92 | norandum provides details of the department's compliance 28 of 1993, including its receipt and evaluation of annual Data, and its negotiations with the most highly qualified |
| VIII X Particina | tion of Minority G | roup Members and Women in Nassau County |
| Contracts. The self MWBE sub-contractor | ected contractor has agr
ors. Proof of the contrac | reed that it has an obligation to utilize best efforts to hire stual utilization of best efforts as outlined in Exhibit "EE" time, by the Comptroller's Office prior to the approval of |
| | | |
| as outlined in Exhi | _ | will require vendor to submit list of sub-contractor itted to the Comptroller. |
| X. X Vendor will | not require any sub | o-contractors. |
| In addition if this | ia a continut with a | n individual or with an autity that has only one or |
| | | n individual or with an entity that has only one or |
| | | set forth by the Internal Revenue Service, Revenue Ruling |
| | | Appendix A to the Comptroller's Memorandum, dated contractors and employees indicates that the contractor |
| - · | red an employee for fede | |
| Would first of collaide | rou an emproyee for rous | () / |
| 10 | | (W) Ha |
| 1 | | Department Head Signature |
| : • • | | 423116 |
| f 15 | | <u>9231 6</u>
Date |
| ! | | Date |
| | ** | |

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.
Compt. form Pers./Prof. Services Contracts: Rev. 309/15



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

| 1 | TODITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM |
|--------------------------|---|
| pursuant to the | endor or any corporate officers of the vendor provided campaign contributions ne New York State Election Law in (a) the period beginning April 1, 2016 and atte 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 con | mmittees of any of the following Nassau County elected officials or to the campaign |
| Executive th | of any candidates for any of the following Nassau County elected offices: the County elected offices: the County Clerk, the Comptroller, the District Attorney, or any County Legislator? |
| If yes, to wha | at campaign committee? |
| NO | |
| | |
| | |
| | |
| 1 | |
| - (A+
1 /5/2 | |
| 2. VERIFIC Vendor author | ATION: This section must be signed by a principal of the consultant, contractor or orized as a signatory of the firm for the purpose of executing Contracts. |
| * * | med affirms and so swears that he/she has read and understood the foregoing |
| statements ar | nd they are, to his/her knowledge, true and accurate. |
| | |
| The undersig | med further certifies and affirms that the contribution(s) to the campaign committees |
| benefit or in | ove were made freely and without duress, threat or any promise of a governmental exchange for any benefit or remuneration. |
| J. | exemange for any benefit of temperation. |
| i de
i V | A = H + A |
| 1 / 15
1 / 12 | Vendor: <u>Cecilia Ameranti-Byrne</u> Eso. |
| Dated: 4 | 16/2016 Signed: Clailia Angranti-Byrre Cs |
| | Print Name: Cecilia Ameranti-Byrne Esq. |
| \$344
407 | Title: |
| | |

PRINCIPAL QUESTIONNAIRE FORM

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

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

| i : | Principal Name Cecilia Ameranti - Byrne Esa. |
|-----------|---|
| | Date of birth |
| 4 m | Home address |
| } | City/state/zip |
| | Business address <u>Same</u> |
| 4 - | Clty/state/zip |
| | Telephone |
| | Other present address(es) None |
| • • | City/state/zip |
| | Telephone |
|)
4 | List of other addresses and telephone numbers attached |
| 2. | Positions held in submitting business and starting date of each (check all applicable) |
| 1 . 1 | President / / Treasurer / / |
| 1 | Chairman of Board// Shareholder// |
| | Chief Exec. Officer// Secretary// |
| 4 | Chief Financial Officer / / Partner / // |
| | Vice President// |
| * | (Other) Sole proprietor |
| 3. | Do you have an equity interest in the business submitting the questionnaire? YES _V 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? YESNO If Yes, provide details. |
| 5. | Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO; If Yes, provide details. |

| PQF (02/2016) |
|---------------|
|---------------|

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

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

NO V YES If Yes, provide details for each such occurrence.

PQF (02/2016)

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

CERTIFICATION

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

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

Sworn to before me this 18 day of March 2016

JASON LINNICK

Notary Public, State of New York

Qualified in Suffok County

No. 01Li6295394

No. 01Li6295394

otary Public My Commission Expires 01-08-2018

Law Office of Cecula Ameranti Byrae Name of submitting business

Cecilia Ameranti-Byrne

Clava Ameranti Byrne Signature

Title

3 / 18 /2016 Date

Business History Form

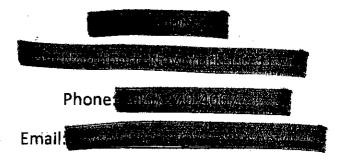
In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

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). 1) Bidder's/Proposer's Legal Name: <u>Ceclia Ameranti- Burne</u> 2) Address of Place of Business: List all other business addresses used within last five years: 3) Mailing Address (if different): NOT ADDICANCE Phone: Does the business own or rent its facilities? $U(\mathcal{U}Y)$ 4) Dun and Bradstreet number: 10t applicable 5) Federal I.D. Number: 6) The bidder/proposer is a (check one): V Sole Proprietorship Partnership Corporation ___ Other (Describe) 7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No __/ If Yes, please provide details: _____ 8) Does this business control one or more other businesses? Yes ___ No __ If Yes, please provide 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No __ If Yes, provide details._____ 10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes No V If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

| 11) Has the
If Yes, st | bidder/proposer, during the past seven years, been declared bankrupt? Yes No tate date, court jurisdiction, amount of liabilities and amount of assets |
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| federal, s
owner ar
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such inve | ist five years, has this business and/or any of its owners and/or officers and/or any affiliated is, been the subject of a criminal investigation and/or a civil anti-trust investigation by any state or local prosecuting or investigative agency? And/or, in the past 5 years, have any add/or officer of any affiliated business been the subject of a criminal investigation and/or a strust investigation by any federal, state or local prosecuting or investigative agency, where estigation was related to activities performed at, for, or on behalf of an affiliated business. No If Yes, provide details for each such investigation |
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but not li
individua | ist 5 years, has this business and/or any of its owners and/or officers and/or any affiliated been the subject of an investigation by any government agency, including but not limited to state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer liated business been the subject of an investigation by any government agency, including mited to federal, state and local regulatory agencies, for matters pertaining to that it's position at or relationship to an affiliated business. Yes No If Yes, provide or each such investigation. |
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| eitner be
pertained | current or former director, owner or officer or managerial employee of this business had, fore or during such person's employment, or since such employment if the charges of to events that allegedly occurred during the time of employment by the submitting and allegedly related to the conduct of that business: a) Any felony charge pending? No Yes If Yes, provide details for each such charge |
| | |
| | b) Any misdemeanor charge pending? No Yes If Yes, provide details for each such charge |
| | c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No Yes If Yes, provide details for each such conviction |
| *** | |
| | d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No Yes If Yes, provide details for each such conviction |
| • **
• *** | e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No Yes If Yes, provide details for each such |

| create a conflict of interest or the appearance of a conflict of interest in acting on behavior in the same county. Nassau Co | · · · · · · · · · · · · · · · · · · · | occurrence. |
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| business had any sanction imposed as a result of judicial or administrative proceedings with rest to any professional license held? No Yes If Yes, provide details for each such instance. 16) For the past (5) tax years, has this business falled to file any required tax returns or falled to pay applicable federal, state or local taxes or other assessed charges, including but not limited to wa and sewer charges? No Yes If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire. 17) Conflict of Interest: a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts explease expressly state "No conflict exists." (i) Any material financial relationships that your firm or any firm employee has that moreate a conflict of interest or the appearance of a conflict of interest in acting on behaviorant that may create a conflict of interest or the appearance of a conflict of interest or | i A | |
| 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay applicable federal, state or local taxes or other assessed charges, including but not limited to wa and sewer charges? No ✓ Yes If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire. 17) Conflict of Interest: a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts explease expressly state "No conflict exists." (i) Any material financial relationships that your firm or any firm employee has that moreate a conflict of interest or the appearance of a conflict of interest in acting on behaviors. ★ O CONFLICT | business h
to any prof | ad any sanction imposed as a result of judicial or administrative proceedings with respect essional license held? No Yes; If Yes, provide details for each such |
| applicable federal, state or local taxes or other assessed charges, including but not limited to wa and sewer charges? No Yes if Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire. 17) Conflict of Interest: a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts explease expressly state "No conflict exists." (i) Any material financial relationships that your firm or any firm employee has that moreate a conflict of interest or the appearance of a conflict of interest in acting on behansau County. (ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest. | | |
| 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 explease expressly state "No conflict exists." (i) Any material financial relationships that your firm or any firm employee has that moreate a conflict of interest or the appearance of a conflict of interest in acting on behaviorable. (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. | applicable
and sewer
detailed re | federal, state or local taxes or other assessed charges, including but not limited to water charges? No If Yes, provide details for each such year. Provide a sponse to all questions checked 'YES'. If you need more space, photocopy the |
| 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 explease expressly state "No conflict exists." (i) Any material financial relationships that your firm or any firm employee has that moreate a conflict of interest or the appearance of a conflict of interest in acting on behaviorable. (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. | 1. 1 p | |
| a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts explease expressly state "No conflict exists." (i) Any material financial relationships that your firm or any firm employee has that moreate a conflict of interest or the appearance of a conflict of interest in acting on behaviorable. 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. | Provide a deta | illed response to all questions checked "YES". If you need more space, photocopy the |
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| create a conflict of interest or the appearance of a conflict of interest in acting on behands and 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. | , a) | Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist. |
| (ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest | ÷ +* | (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 envots |
| (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. 12 CONFLICT LAWS | | appearance of a conflict of interest in acting on behalf of Nassau County. |
| b) Please describe procedures your firm has, or would adopt, to assure the County that conflict of interest would not exist for your firm in the future. If a conflict did anse I would Immediately contact the County Attorney to discuss how to address it. | | anse I would immediately contact the County Attornous |

Law Office of Cecilia Ameranti-Byrne



List of Professional Qualifications

- -28 years of experience researching, interpreting, counseling on and implementing complex laws, government rules and regulations for the federal government.
- -28 years reviewing commercial property appraisals submitted by licensed appraisers for the federal government.
- -28 years representing individuals on the purchase and sale of residential property.
- -5 years experience as Special Counsel to the Nassau County Attorney's Office working on assessment-related matters, including the Disputed Assessment Fund law.

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

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

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business.

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- C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

| Company | <u> </u> |
|---------------------------------------|-------------|
| Contact Person_Bac | para Stark |
| Address | |
| City/State | |
| Telephone | |
| Fax# | |
| E-Mail Address | |
| | |
| Company | |
| Contact Person L/ | ida Collins |
| Address. | |
| City/State | |
| Telephone | |
| Fax# | |
| E-Mail Address | |
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E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

3 / 18 /2016 Date

| A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES, |
|--|
| I. Colla Amera Bules, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity. |
| the submitting business entity. |
| Sworn to before me this 18 day of March 2016 |
| Notary Public Notary Public No. 01L 6295394 My Commission Expires 01-06-2018 |
| |
| Name of submitting business: Law Office of Cealla Anerast Byne |
| By: Cecilia Amerant Byine Print |
| Calia Anesarti Byre |
| Signature |
| |
| Title |

COUNTY OF NASSAU

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

| 1. | Name of the Entity: Cecilia Ameranti-Byne Esq. |
|------------------------|--|
| | Address: |
| | City, State and Zip Code: |
| 2. | Entity's Vendor Identification Number: |
| 3. | Type of Business:Public CorpPartnershipJoint Venture |
| | Ltd. Liability CoClosely Held CorpOle propleto Other (specify) |
| of Joi | List names and addresses of all principals; that is, all individuals serving on the Board of tors or comparable body, all partners and limited partners, all corporate officers, all parties at Ventures, and all members and officers of limited liability companies (attach additionals if necessary): |
| | just myself |
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| 5.
sharel
held (| List names and addresses of all shareholders, members, or partners of the firm. If the holder is not an individual, list the individual shareholders/partners/members. If a Publicly Corporation, include a copy of the 10K in lieu of completing this section. |
| ····· | just myself |
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| above (if none, e
subsidiary company
be updated to inclu | ated and related companies and their relationship to the firm entered on line ater "None"). Attach a separate disclosure form for each affiliated or that may take part in the performance of this contract. Such disclosure shall be affiliated or subsidiary companies not previously disclosed that participate |
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| n the performance | of the contract. |
| none | |
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| | retendent in the second of the |
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| eal property subject
ny officer, director | are not limited to, requests for proposals, development or improvement of to County regulation, procurements. The term "lobbyist" does not include, trustee, employee, counsel or agent of the County of Nassau, or State of scharging his or her official duties. |
| (a) Nam | e, title, business address and telephone number of lobbyist(s): |
| non | |
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Jassau County, N | st whether and where the person/o | organization is registered as a lobbyist (e.g., |
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| VERIFICATION OF VEN | ATION: This section must be sign dor authorized as a signatory of the | ned by a principal of the consultant, ne firm for the purpose of executing Contracts. |
| he undersigned a
atements and the | affirms and so swears that he/she ley are, to his/her knowledge, true | has read and understood the foregoing and accurate. |
| \$ 12
\$ \$10 | | |
| ated: 1/15 | Signed:_ | Clailia Ameranti-Byrne, |
| * | Print Nar | Clcilia Ameranti-Byrne,
me: Cecilia Ameranti-Byrne, E |
| 1 2 | Title: | |
| f . | | - |

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

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement") dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) County

WITNESSETH:

.....

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement.

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

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- 1. Term. This Agreement shall commence on January 1, 2016 and shall terminate on December 31, 2016, unless sooner terminated in accordance with the provisions of this Agreement.
- 2. <u>Services</u>. The services to be provided by Counsel under this Agreement shall consist of drafting, researching, counseling, and assisting in the implementation of legislation on any New York State or County initiatives as requested by the Department, including, but not limited to, the disputed assessment fund ("<u>Services</u>"). Further, Counsel shall also provide counsel, as directed by the Department, to the County's Assessment Review Commission Department.
- 3. <u>Payment</u>. (a)(1) <u>Amount of Consideration</u>. The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of Twenty-four Thousand Nine Hundred Dollars (\$24,900.00) ("<u>Maximum Amount</u>"). Hourly compensation for professional Services rendered by Counsel shall be Two Hundred Dollars (\$200.00) for in court and legislative appearances and One Hundred Seventy-five Dollars (\$175.00) for Services provided in all other locations.
- (2) Any appearance before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.
- (b) <u>Vouchers</u>; <u>Voucher Review</u>, <u>Approval and Audit</u>. Payments shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "<u>Voucher</u>") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services or contains a

detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

- (c) <u>Timing of Payment Claims</u>. Counsel shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.
- (d) <u>Expenses and Disbursement</u>. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for travel, expert costs, messengers, investigators, trial preparation services, and other legitimate expenses.
- (e) <u>No Duplication of Payments</u>. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.
- (f) <u>Payments in Connection with Termination or Notice of Termination</u>. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.
- 4. <u>Independent Contractor</u>. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "<u>Counsel Agent</u>"), be (<u>i</u>) deemed a County employee, (<u>ii</u>) commit the County to any obligation, or (<u>iii</u>) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
- Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms and conditions of Appendix EE, attached hereto and 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) <u>Nassau County Living Wage Law.</u> Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

- (i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.
- (c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action, as it deems appropriate.
- 7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information shall be returned to the County.
- 8. <u>Service Standards</u>. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession and in accordance with the Lawyers Code of Professional Responsibility. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

- Indemnification: Defense: Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with the negligent performance or willful misconduct under this Agreement by Counsel or a Counsel Agent, provided, however, that Counsel shall not be responsible for that portion, if any, of a Loss that is directly caused by the negligence of any of the Indemnified Parties.
- (b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under Section (a) of paragraph 10 of this Agreement, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.
- (d) Except for claims for death, bodily injury, or damage to tangible property, or claims arising out of or in connection with Counsel's willful misconduct or gross negligence, the liability and costs of Counsel under this Section 10 shall be limited to the Maximum Amount or the amount of Counsel's available insurance proceeds, whichever is greater.
 - (e) The provisions of this Section shall survive the termination of this Agreement.
- Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than One Million Dollars (\$1,000,000.00) per claim and One Million Dollars (\$1,000,000.00) in the aggregate; (ii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, provided that in the event Counsel is not required to carry Workers' Compensation Insurance under the New York State Workers' Compensation Law, Counsel may instead provide the County proof of exemption; and (iii) such additional insurance as the County may from time to time specify.
- (b) Acceptability: Deductibles: Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.
- (c) <u>Delivery: Coverage Change: No Inconsistent Action</u>. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term

of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain 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.

- Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
- 13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, (iv) by Counsel, at such time as the "Maximum Amount" as provided in Section 3 hereof has been exceeded and the parties hereto have not agreed to increase the Maximum Amount; and (v) in accordance with any other provisions of this Agreement expressly addressing termination.
- As used in this Agreement the word "<u>Cause</u>" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.
- (b) <u>By Counsel</u>. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the County Attorney, at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to Counsel's right to terminate under this subsection. A copy of the notice given to the County Attorney 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 County Attorney.
- (c) <u>Counsel Assistance upon Termination</u>. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.
- Accounting Procedures: Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of

Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

- 15. <u>Limitations on Actions and Special Proceedings against the County</u>. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.
- (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 16. <u>Work Performance Liability</u>. The Counsel is and shall remain primarily liable for the legal work performed in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.
- 17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- 18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Nassau County Attorney at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

- 19. All Legal Provisions Deemed Included; Severability: Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- (d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
- 20. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.
 - 22. <u>Executory Clause</u>. Notwithstanding any other provision of this Agreement:
- (a) <u>Approval and Execution</u>. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County 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. <u>Entire Agreement</u>. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

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| By: Clailia Ameranti-Byrne Name: Cecilia Amerant-Byrne Title: |
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| Title: Date: January 16, 2016 |
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| Name: Carnell Foskey |
| Title: County Attorney |
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| By: |
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CECILIA AMERANTI-BYRNE, ESQ.

PLEASE EXECUTE IN BLUE INK

Date:____

Title: County Executive

□ Deputy County Executive

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COUNTY OF NASSAU)
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| On the 14th day of January 1/16/16 in the year 2016 before me personally came Cectiva Amerant By The to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolic; that he or she is the, 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 BLANCAM PRATE NOTARY PUBLIC, State of New York No. 01 PR6005206 Qualified in Suffoik County Commission Expires April 6, 20 |
| STATE OF NEW YORK) |
|)ss.:
COUNTY OF NASSAU) |
| On the day of to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the County Attorney of Nassau County; the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101. |
| NOTARY PUBLIC JACLYN DELLE Notary Public, State of New York No. 02DE6305114 Qualified in Nassau County Commission Expires on June 2, 20 18 |
| STATE OF NEW YORK) |
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COUNTY OF NASSAU) |
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| On the day of in the year 20 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County. |
| |
| NOTARY PUBLIC |

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined 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

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- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
 - d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
 - e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
 - f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
 - g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
 - h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
 - i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to

the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

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Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

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payment of wages |
| In the pagovernm or benef | g costs or se
ast five year
aent agency
its, labor rel | eking damag
s, Contractor
to have viola
lations, or occ | ges against the hasted federal, st | has not late, or local law | peen found by
s regulating | y a court or a
payment of wages |

| !
! | 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: |
|----------|---|
| 1 | |
| i | |
|) I | |
| ! | |
| · (| |
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,- | |
| 5 | Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law |
|),
; | and investigating employee complaints of noncompliance. |
| : | |
| it is tr | by certify that I have read the foregoing statement and, to the best of my knowledge and belief rue, correct and complete. Any statement or representation made herein shall be accurate and s of the date stated below. |
| , | |
| Dated | may 16, 2016 Calia Ameranta-Byrne |
| Dated | Signature of Chief Executive Officer |
| | Cecilia Ameranti-Byrne |
| | Name of Chief Executive Officer |
| | |
| | |
| Swori | n to before me this |
| 10 | day of January, 2016 |
| Notar | y Public |
| Ç | BLANCA M PRATE NOTARY PUBLIC, State of New York |
| | No. 01PR6005206 Qualified in Suffolk County Commission Expires April 6, 20 |

FAML6455 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM CURRENT YR BUDGET & OBLIGATION SUMMARY 03/01/2016 4:27 PM

BALANCE (Y,M,Q,A): Y

FISCAL MÒ/YEAR : 03 2016 MAR 2016

INDEX

ORGANIZATION

CHARAC / OBJECT FDTP FUND SFND

: AT

PROJECT PROJEDIL

GRANT GRANT DTL: UCODE/ORD#/DRC

COUNTY ATTORNEY Χ

| S OBJECT DESCRIPTION BB EQUIPMENT DD GENERAL EX DE CONTRACTUA EXP TOTAL REV - EXP | ORIG BUDGT
15,000
627,000
5,350,000
13,903,211
4,467,447 | CUR BUDGET
15,000
627,000
5,350,000
13,903,211
4,467,447 | CUR OBLIG
108,408
-1,613,956
-115,494
400,265 | CUR BALANCE
15,000
518,592
6,963,956
14,018,705
-4,067,182 |
|---|---|---|---|---|
|---|---|---|---|---|

F4-PRIOR F5-NEXT

F1-HELP F2-SELECT F7-PRIOR PG F8-NEXT PG F9-LINK GO12 - NEXT PAGE DISPLAYED

FAML6160 V4.2 LINK TO:

ACTIVE

NIFS PRODUCTION SYSTEM VENDOR SUMMARY

03/01/2016 4:32 PM

FISCAL MO/YEAR: 03 2016
VENDOR NUMBER: CECILIA AMERANTI-BYRNE, ESQ
VENDOR ALPHA: AMERANTI-BYRNE, CECILIA

| <u>:</u> | | | | |
|----------------------------------|---------|--------------------|--------------------|--------------------------------|
| S VENDOR SUMMARY
ENCUMBRANCES | MAR | 2016
.00 | ANNUAL BALANCE .00 | ALL YEARS BALANCE
13,275.00 |
| RETAINAGES | | .00 | .00 | .00 |
| ACCRUALS | | .00 | .00 | .00 |
| PAYMENTS | | .00 | .00 | 103,725.00 |
| CASH RECEIPTS | | .00 | .00 | .00 |
| ACCT RECVABLE | | .00 | .00 | .00 |
| 1099 TOTALS
B/U WITHHOLDING | • | | • • | |
| B/U WITH PAID | | | • | |
| TX LIEN W/HELD | | .00 | .00 | .00 |
| TAX LIENS PAID | | .00 | .00 | .00 |
| ST BCKUP W/HOLD | | .00 | .00 | .00 |
| ST BU W/H PAID | | .00 | .00 | .00 |
| F1-HELP F2-SELECT | • | F4-PRIC | R F5-NEXT | |
| | F9-LINK | | i | - |

GO14 - RECORD FOUND

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FAML6160 V4.2 NIFS PRODUCTION SYSTEM VENDOR SUMMARY

03/01/2016 4:31 PM

ACTIVE

FISCAL MO/YEAR: 13 2015
VENDOR NUMBER
VENDOR ALPHA: AMERANTI-BYRNE, CECILIA AMERANTI-BYRNE, ESQ
: AMERANTI-BYRNE, CECILIA

| | | | | |
|-------------|---------------|----------|-----------------|-------------------|
| | OR SUMMARY | ADADJ201 | | ALL YEARS BALANCE |
| | CUMBRANCES | .0 | 0 -4,950.00 | 13,275.00 |
| RE' | TAINAGES | .0 | | .00 |
| ACO | CRUALS | .0 | | .00 |
| | YMENTS | .0 | | |
| | | | - , | 103,725.00 |
| | CASH RECEIPTS | .0 | | .00 |
| | ACCT RECVABLE | . O: | .00 | .00 |
| | 99 TOTALS | .00 | 19,950.00 | 19,950.00 |
| | J WITHHOLDING | 00 | .00 | .00 |
| | J WITH PAID | .00 | .00 | .00 |
| | LIEN W/HELD | .00 | | .00 |
| | K LIENS PAID | .00 | | .00 |
| | BCKUP W/HOLD | .00 | | .00 |
| ST | BU W/H PAID | .00 | | .00 |
| F1-HELP | F2-SELECT | | 4-PRIOR F5-NEXT | .00 |
| _ | • | F9-LINK | | • |

GO14 - RECORD FOUND

NASSAU COUNTY LEGISLATURE 11th TERM MEETING AGENDA

RULES COMMITTEE

JUNE 20, 2016 1:00 PM

Norma Gonsalves – Chairwoman Richard Nicolello– Vice Chairman Dennis Dunne Howard Kopel Kevan Abrahams – Ranking Judy Jacobs Carrié Solages

Michael C. Pulitzer, Clerk of the Legislature

| Clerk Item
No. | Proposed
By | Assigned
To | <u>Summary</u> |
|-------------------|----------------|----------------|---|
| E-152-16 | AT | R | RESOLUTION NO2016 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND THE LAW OFFICES OF ROBERT P. MACCHIA & ASSOCIATES. E-152-16 |
| U-42-16 | 6 AT R | | RESOLUTION NO2016 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A SPECIAL COUNSEL CONTRACT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND CECILIA AMERANTI-BYRNE, ESQ. U-42-16 |
| | | | THE FOLLOWING ITEMS MAY BE UNTABLED |
| A-4-16 | PR | R | RESOLUTION NO2016 A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND HVAC INC. A-4-16 |
| B-4-16 | PW | R | RESOLUTION NO2016 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND R.J. INDUSTRIES, INC. B-4-16 |
| E-51-16 | TS | R | RESOLUTION NO2016 A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF TRAFFIC SAFETY BOARD AND DANIELLE P. RELLA. E-51-16 |
| E-55-16 | AT | R | RESOLUTION NO2016 A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP. E-55-16 |

RULES

| Proposed | Assigned | <u>Summary</u> |
|----------|------------|---|
| • | | |
| AT | R | RESOLUTION NO2016 |
| | | A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT |
| | | ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER |
| | | MOSKOWITZ EDELMAN & DICKER LLP. E-56-16 |
| AT | R | RESOLUTION NO2016 |
| | | A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT |
| | | ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND LEVENTHAL, MULLANEY |
| | | & BLINKOFF LLP. E-66-16 |
| SS | R | RESOLUTION NO2016 |
| | | RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN |
| | | AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF |
| | | NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF SOCIAL |
| | | SERVICES AND SUMMIT SECURITY SERVICES, INC. E-120-16 |
| AT | R | RESOLUTION NO2016 |
| | | A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN |
| | | AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF |
| | | NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND |
| | | PANNONE LOPES DEVEREAUX & WEST, LLC. E-135-16 |
| AT | R | RESOLUTION NO2016 |
| | | A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN |
| | | AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF |
| | | NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY ATTORNEY, |
| | | AND JACKSON LEWIS P.C. U-16-16 |
| | AT SS AT | By To AT R AT R AT R AT R |

RULES 2

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

RULES COMMITTEE ADDENDUM

JUNE 20, 2016 1:00 PM

Norma Gonsalves – Chairwoman Richard Nicolello– Vice Chairman Dennis Dunne Howard Kopel Kevan Abrahams – Ranking Judith Jacobs Carrié Solages

Michael C. Pulitzer, Clerk of the Legislature

| Clerk Item | Proposed | Assigned | Summary |
|------------|----------|----------|---|
| No. | By | To | |
| E-112-16 | AT | R | RESOLUTION NO2016 A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND LEWIS JOHS AVALLONE AVILES, LLP. E-112-16 |